

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**Prairie Stone Sports & Wellness Center  
Wet Area Renovation**

**BID DATE: April 20, 2017**

**BID TIME: 9:00 a.m.**

PREPARED BY:

HOFFMAN ESTATES PARK DISTRICT  
1685 W. Higgins Road  
Hoffman Estates, IL 60169-2998  
Telephone: (847) 885-7500  
Facsimile: (847) 885-7523

# HOFFMAN ESTATES PARK DISTRICT

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April 6, 2017

Dear Bidder:

Enclosed you will find the plans, specifications and bidding materials for **Prairie Stone Sports and Wellness Center Wet Area Renovation**. All pertinent information is included in the attached package. Please submit the Proposal Forms, Certification, References, and Bid Bonds. Please copy your proposal and retain one copy for your records.

I look forward to reviewing your bid proposal and working with you on this project. If you have further questions or need to meet at the site, please contact me 847-561-2172.

Sincerely,

Gary Buczkowski  
Director of Planning & Development

## INVITATION TO BIDS

Sealed bids for **Prairie Stone Sports and Wellness Center Wet Area Renovation** will be received by the Hoffman Estates Park District at our office; 1685 West Higgins Road, Hoffman Estates, Illinois 60169 until **exactly 9:00 A.M., April 20, 2017** and then publicly opened and read. Bids submitted after the closing time will be returned unopened. No oral or telephone proposals or modifications will be considered.

**A pre-construction meeting will be held at the job site on April 12, 2017 at 1:30 p.m.**

The Hoffman Estates Park District Board of Commissioners will make the final award.

Proposals shall be submitted on the attached Form of Proposal and returned in the envelope, if provided. No bidder may withdraw his proposal after the hour set for the opening thereof, or before award of the contract, unless said award is delayed for a period exceeding sixty (60) calendar days.

The Hoffman Estates Park District requires all bidders to comply with all provisions of the Park District Prevailing Wage Ordinance **O-16-03**. This ordinance specifies that no less than the general prevailing rate of wages as found by the Park District or Department of Labor or determined by a court on review shall be paid each draft type of worker or mechanic needed to execute the contract or perform the work.

The Hoffman Estates Park District may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful Bidder against the Hoffman Estates Park District.

Bid results and the award of the bid will be published on the Hoffman Estates Park District website [www.heparks.org](http://www.heparks.org).

Sincerely,

Gary Buczkowski  
Director of Planning and Development

HOFFMAN ESTATES PARK DISTRICT

INSTRUCTIONS TO BIDDERS

1. Identification of Project

The official name and location of the project shall henceforth be known as:

**Prairie Stone Sports & Wellness Center Wet Areas Renovation**

The official name and address of the project owner shall henceforth be known as:

HOFFMAN ESTATES PARK DISTRICT  
1685 West Higgins Road  
Hoffman Estates, IL 60169-2998

Bid Opening: April 20, 2017 – 10:00 am CST

Committee Approval: May 2, 2017

Board Approval: May 2, 2017

Contract Awarded: May 3, 2017

Commencement of Work: Commencement of paperwork shall begin immediately upon notification of award. Actual work shall commence July 10, 2017

Substantial Completion Date: September 29, 2017

2. Contract Documents

The Notice to Bidders, the Instructions to Bidders, the Supplementary Conditions, Drawings, Specifications, the supplied Form of Proposal, the accepted Bid Sheet and certification AIA 101-2007 comprise the Contract Documents. Copies of these documents can be obtained in person from the office of the Hoffman Estates Park District, 1685 W. Higgins Road, Hoffman Estates IL 60169-2998.

### 3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids.

Any interpretation made will be in the form of an amendment of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Bid Form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

### 4. Conditions Affecting the Work

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the Work, the general and local conditions, which can affect the Work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

### 5. Bid Guarantee, Bonds and Required Paperwork

- A. A Bid Guarantee, five (5%) percent, is required by the invitation for bids. Failure to furnish a Bid Guarantee in the proper form and amount by the time set for opening of bids may be cause for rejection of the bid in the absolute discretion of the Owner.
- B. A Bid Guarantee shall be the form of a bid bond, postal money order, certified check, or cashier's check made payable to the Owner. Bid guarantees, other than those stated, will be returned to the bidder upon opening of bids. Such bids will not be considered for award (a) to unsuccessful bidders as soon as practical after the award of the job, and (b) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.
- C. The successful bidder, upon being given a "Written Notice to Proceed", will have five (5) calendar days to provide the required Labor and Material Payment Bond, Performance Bond, and Insurance Policies or certificates for same, and commence with the Work. Failure to comply with the conditions set forth in the Contract Documents shall result in the termination of the contract for default. In such event, the Contractor may be liable for any costs of performing the work which exceed the amount of his bid, and the Bid Guarantee shall be available toward offsetting such difference, if not previously returned to the Contractor.

## 6. Preparation and Submission of Bids

Before submitting proposal, each bidder shall carefully examine all documents pertaining to the Work and visit the site to verify conditions under which Work will be performed.

Submission of bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State or Local Codes, State of Labor and Material Markets, and has made due allowance in his bid for all contingencies. Include in bid all costs of labor, material, equipment, contractor's license, permits, guarantees, applicable taxes (sales tax does not apply), insurance and contingencies, with overhead and profit necessary to produce a completed project, or to complete those portions of the Work necessary to produce a completed project, or to complete those portions of the Work covered by the specifications on which proposal is made, including all trades, without further cost to the Owner. The Owner shall be responsible for the building permit fee.

No compensation will be allowed by reason of any difficulties which the Bidder could have discovered reasonably, prior to bidding.

All proposals must be made upon the Proposal Form furnished by the Owner attached hereto and should give the amounts bid for work, in numbers, and must be signed and acknowledged by the contractor. The Proposal should be enclosed in the envelope marked "**Prairie Stone Sports and Wellness Center Wet Area Renovation**" **April 20, 2017 9:00 a.m.**" showing the return address of the sender and addressed to: Hoffman Estates Park District, 1685 W. Higgins Road, Hoffman Estates, Illinois 60169. Bids should be sealed, marked and addressed as directed above. Failure to do so may result in a premature opening of or a failure to open such bid.

The proposal submitted must not contain erasures, inter-lineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or reversed bid.

## 7. Prices

The prices are to include the furnishing of all materials, equipment, tools, insurance, bonds, warranties, and all other facilities, and the performance of all labor and

services necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents.

#### 8. Time Schedule

The timely execution of any project is extremely important. The successful bidder shall take every means to meet the completion date based on a twelve (12) week schedule except for extensions granted by the Owner in writing for circumstances beyond the control of the Bidder.

#### 9. Late Bids and Modifications or Withdrawals

Bids and modifications or withdrawals thereof received at the office designated in the invitation for bids after the exact time set for opening of bids will not be considered.

#### 10. Withdrawal of Bids

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening of bids.

#### 11. Public Opening of Bids

Bids will be publicly opened at the time set for opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

#### 12. Award of Contract

- A. Award of Contract will be made to the lowest responsible bidder, as determined by the Board of Commissioners of the Hoffman Estates Park District, whose bid conforms to the invitation for bid.
- B. The Board of Park Commissioners may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the Hoffman Estates Park District.
- C. The Park District may elect to use the Alternate 1 or 2 price to determine the lowest qualified bidder for this project.

#### 13. Contract and Insurance

The bidder understands and accepts all the terms and conditions outlined in the contract prepared by the owner and included as part of the bid package documents. The written contract (provided as part of the bid documents) between the accepted bidder and the Owner shall be considered finalized and entered into between the parties upon the Park District Board's approval and award of the contract to the accepted bidder and the Park District's execution of the accepted bidder's Form of



Proposal, the supplemental conditions, the drawings, the specifications shall be comprised as the Contract Documents. The accepted bidder shall provide the Owner with a Labor and Material Payment Bond, Performance Bond, and copies of applicable Insurance Policies and endorsements and certificates for same within five (5) calendar days of the "Written Notice to Proceed" and prior to the commencement of work.

14. Postponement of Date for Opening Proposals

The Owner reserves the right to postpone the date of presentation and opening of proposals and will give telegraphic notice of any such postponement to each interested party.

## SUPPLEMENTARY CONDITIONS

### SECTION 01100 – SUMMARY

#### PART I – GENERAL

##### 1.1. RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. This Section included the following:
  - 1. Work covered by the Contract Documents
  - 2. Type of the Work
  - 3. Work under separate Contracts
  - 4. Use of premises
  - 5. Owner's occupancy requirements
  - 6. Work restrictions
  - 7. Specific formats and conventions

##### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Prairie Stone Sports and Wellness Center Wet Area Renovation; DLA Project Number 2017.08.
- B. Project Location: Prairie Stone Sports and Wellness Center, 5050 Sedge Boulevard, Hoffman Estates, IL 60169.
- C. Owner: Hoffman Estates Park District, 1685 W. Higgins Road, Hoffman Estates, IL 60169
- D. Architect: DLA Architects, Ltd., Two Pierce Place, Ste 1300, Itasca, IL 60143.
- E. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
  - 1. Berg Engineering Consultants, Ltd., 801 West Wise Road, Schaumburg, IL 60193.

##### 1.4 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, but is not limited to, the renovation of the wet areas of the existing Member Club Locker Rooms.

B. Type of Contract

1. Project will be constructed under a single prime contract.

- C. The Contract Documents shall consist of the Notice to Bidders, the Instructions to Bidders, the Supplementary Conditions, the Drawings, the Specifications, the supplied Form of Proposal, the AIA Contract Documents and the accepted Bid Sheet and certification.

1.5 WORK UNDER SEPARATE CONTRACTS OR BEING PERFORMED BY OWNER

- A. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

- B. Cooperate fully with Owner and/or the Employees so work being performed in adjacent areas or facility may be carried out smoothly, without interfering with or delay.

1.6 USE OF PREMISES

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

- B. Use of Site: Limit use of Project site to areas necessary to perform services under the Contract Documents. Do not disturb portions of Project site beyond areas in which the Work is to be performed. Repair damage caused by construction operations.

- C. Driveways and Entrances: keep driveways, loading docks, and entrances serving premises clear and available to Owner, Owner's employees, public and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

1. Schedule deliveries to minimize use of driveways and entrances.
2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- D. The contractor and his crew shall access the construction area via the designated access route through the mechanical rooms hallway and indoor lap pool. The contractor shall protect all permanent wall, floors, doors and ceilings. Prior to the start of work, the contractor shall identify

in writing all existing defects within the designated access area. Should damage occur beyond what was identified in writing by the contractor, said damages will be repaired at the contractor's expense to the owner's satisfactions.

E. Use of Existing Building

1. Maintain existing building in a weathertight conditions throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.7 BONDS

A. With proposal, and attached hereto, each Bidder shall furnish Bid Security payable to the Owner in the amount of 5% of bid.

B. Include allowance in Lump Sum Proposal for Performance Bond and Labor and Materials Payment Bond in the amount of 100% of Contract Price.

1. The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architect/Engineers, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on its Bid Proposal. The failure of a Bidder to list the name of its surety company on its Bid Proposal shall be a non-responsive bid. The failure of the successful Bidder to supply the required Bonds within five (5) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective

of whether the amount thus due exceeds the amount of the bid guarantee.

2. The Contractor shall deliver the required bonds to the Owner not later than five (5) days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the owner that such bonds will be furnished.
3. The contractor shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
4. Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner or any and all extra Work incurred by the Architect/Engineer as a result of the Contractor's default, and to pay to Owner all attorney's fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Agreement to remedy Contractor's default.
5. The Contractor shall (i) furnish all Surety Company's bonds through Surety Company's local agents approved by and/or as directed by Owner; (ii) fully covered and guarantee with said bond the faithful performance and completion of the entire Contract, including without limitation, the faithful performance of prevailing wage requirements; and (iii) guarantee with said bond payment in all cases by the Contractor or by the Surety Company for all labor performed, material and supplies furnished with the entire Work in the Contract. Said Bond shall remain in full force and effect during the entire period of all general guarantees given by the Contractor with the Contract as called for in the Specifications and Contract, except in cases where other bonds are specifically called for in the specifications and Contract in connection with special guarantees.

## 1.8 PREPARATION OF BIDS

Before submitting proposal, each bidder shall examine carefully all documents pertaining to the work and visit the sites to verify conditions under which work will be performed. Submittal of the Bid Proposal by the Contractor is a representation by the Contractor, that the Contract Documents are full and complete, are sufficient to enable the Contractor to determine the cost of the Work and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to construct the Work for an amount not in excess of the contract Sum on or before the date(s) of Completion established in the Agreement. The Contractor further acknowledges and

declares that it has visited and examined the Project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Contractor specifically represents and warrants to Owner that prior to the submission of its bid it has: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the Contract Documents as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (2) examined the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.

Submission of bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State, County or Local Codes, State of Labor and Material Markets, and has made due allowance in his bid for all contingencies.

Include in bid all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes (**sales tax does not apply**), insurance and contingencies, with overhead and profit necessary to complete those portions of the work covered by the specifications on which proposal is made, including all trades, without further cost to the Owner. Obtain all permits and arrange for all inspections. Pay all fees, permits and costs incurred.

No compensation will be allowed by reason of any difficulties, which the Bidder could have discovered prior to bidding.

#### 1.9 FEES AND INSPECTION

The Contractor is responsible for all license fees and arrangements for all inspections required by State, County, Local and other authorities having lawful jurisdiction. The Owner is responsible for all building permit fees associate with the Work.

#### 1.10 SUBCONTRACTS

Contractors operating under direct Contracts with the Owner may let Subcontracts for the performance of such portions of the work as are usually executed by special trades. All such Subcontracts shall be based on conformance with all pertinent conditions set forth in the Contract Documents, including the Supplementary Conditions as well as the detailed

requirements of the portions of the drawings and specifications which depict or describe the work (labor and materials) covered by the Subcontract. No Work may be sublet without approval of the Owner, who reserves the right to disapprove any proposed Subcontractor whose record does not establish his experience, competence, and financial ability to perform the work.

#### 1.11 MATERIALS

Materials shall conform to the drawings, specifications, manufacturer's specifications for all products incorporated into the work, and all applicable standards and guidelines.

Some specific equipment and materials have been specified for use on this project to establish minimum performance requirements or desired features. To receive consideration of alternate equipment or materials, the Bidder must submit all appropriate product data and receive pre-bid approval from the Owner. All materials are subject to the approval by the Owner both before and after incorporation in the project.

All condemned material or work shall be removed from the premises and properly disposed of.

#### 1.12 LAW COMPLIANCE

All project construction work shall comply with all State and Municipal Laws and Regulation, and with all Local Ordinances and Rules pertaining to this work. Such Laws, Regulations, Ordinances and Rules shall be considered a part of these specifications.

- A. The Contractor warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers= Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.
- B. Whenever required, the Contractor or Subcontractor shall furnish the Architect/Engineer and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

- C. Contractor shall carefully examine the Occupational Safety and health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

Midwest Environmental Consulting Services, Inc. (MEC) was retained by the Hoffman Estates Park District to perform an inspection for asbestos-containing materials (ACM) within the Men's and Women's Locker Room areas to be renovated in the near future at the Prairie Stone Sports and Wellness Center. No ACM was identified in any of the upcoming renovation work areas.

**There is a concern for mold exposure once ceramic-tiled walls and floors are demolished. MEC has developed a written scope of work to assist with the Contractor's remediation activities.**

**It has been proposed that the work activities in the Men's and Women's Locker Rooms occur simultaneously during this project. This includes demolition and mold remediation. Therefore, this project will ultimately be considered one single work area, essentially combining the two spaces.**

**Prior to any demolition or mold remediation work taking place, the Contractor shall install a hard wall barrier around the "wet area locker rooms." As per plans provided by DLA Architects. This will help to keep unauthorized personnel out of all work areas, and help to control airborne dust and mold spores once work activities commence. One layer of 6-mil polyethylene (poly) sheeting should be applied to the interior side of this barrier, and a "tacky mat" should be installed at all entrances to the work area. After the construction of this barrier, it is recommended that MEC conduct a visual inspection to verify its effectiveness and integrity.**

**After barrier construction is complete, the Contractor shall establish negative pressure within the work areas by utilizing negative air machines equipped with HEPA filtration. At least one negative air machine should be placed in each locker room. The Contractor should coordinate with Hoffman Estates Park District staff to determine the best location for the negative air exhaust.**

**One recommendation could include extending the negative air exhaust tubing through the maintenance hallway, attaching to a ceiling duct grill that leads to the roof, and exhausting to the exterior of the building. The Contractor should investigate if a more practical approach exists.**



**After negative pressure is established, it is recommended that the Contractor demo the ceilings while controlling dust in both locker room areas.**

**This will open the locker room spaces to the plenum above the ceilings. Once the ceiling system is removed, the Contractor should utilize HEPA-vacuums and wet-wiping methods to clean any dust above the ceiling created by the demo of the ceiling.**

**After the ceiling is effectively cleaned, the Contractor should utilize 6-mil poly sheeting and install a poly ceiling above all work areas. This will keep the ceiling plenum protected from any mold spores made airborne during the removal of the ceramic-tiled walls and floors. The poly ceiling can be held in place using duct tape, spray-glue adhesive, or wire support system. It is recommended that the Contractor use red or yellow duct tape, as this will help to avoid duct tape residue being left behind at the completion of the project.**

**After a poly ceiling is installed and the locker room work areas are effectively contained, the Contractor can then begin remediation activities by demolishing the ceramic-tiled walls and floors. During mold remediation activities, all workers should be protected by wearing disposable suits, half-face negative pressure respirators equipped with P-100 filters, and eye protective devices.**

**It is anticipated that mold will be found behind and underneath many building materials and fixtures, including drywall, drywall tracks, wall studs, floor drains, fans, diffusers, vents, etc. All of these materials should be removed by the Contractor and disposed of as general waste. If mold is discovered on a load-bearing wall or structure, the Contractor shall clean the mold from the structure. All visible mold shall be removed using manual methods and a suitable detergent/water solution (no bleach or chlorine containing liquid shall be permitted without specific authorization) and remove all dusts. Then apply an application of fungicide. After the fungicide dries, it is recommended that the Contractor apply a coat of mold-resistant paint to the structure.**

**Once all remediation activities are complete, it is recommended that the Contractor mist the entire work area in both locker rooms with an airborne fungicide. HEPA-filtered ventilation machines shall remain in operation to “scrub” the air overnight. After an adequate amount of drying time has elapsed, the air in the remediation work areas shall be tested by MEC for airborne mold spores. Successful post remediation air testing will be demonstrated by the absence of *Aspergillus/Penicillium, Chaetomium, Fusarium, or Stachybotrys***

using Air-O-Cell cassettes. Failed air samples will result in additional remediation by the Contractor.

The Owner will be responsible for the first two sets of mold air clearances in any particular area. If due to failed clearance, an area requires more than two sets of air clearance sampling, the Contractor shall be responsible for the cost of any additional clearance air sampling until clearance criteria is achieved.

Midwest Environmental Consulting Services, Inc. (MEC) will install DustTrak™ II Aerosol Monitors in locations around the phased construction area. The monitor locations will be documented by MEC on AutoCAD drawings. The aerosol monitors will be programmed to measure airborne particulates of specific sizes during predetermined times throughout each work day, and this information will be data-logged. All particulate levels will be documented, and if they are determined to be excessive, the demolition contractor and the Hoffman Estates Park District will be notified. Monitors will be situated outside the work area containment barriers and a location independent of the work area to be utilized as a control sample. Initial installation of the monitors will be supervised by a Certified Industrial Hygienist (CIH) experienced in this type of sampling protocol. An industrial hygienist technician will conduct a weekly site visit to inspect the monitors and download all data collected that week. During this same weekly visit, MEC's industrial hygienist technician will document negative pressure readings as displayed on the demolition contractor's onsite manometers. This information will be included in MEC's report regarding dust control. After the sampling has been completed, MEC's CIH will develop a final written report documenting all readings, and providing an interpretation of those readings. The contractor will keep daily progress logs pertaining to the activities that occur on each work day. In the event of elevated particulates levels, MEC will require access to these daily progress logs in an effort to determine the cause(s) and offer recommendations for their prevention.

If at any time the air samples indicate above acceptable levels, the contractor shall stop all work and identify a means to bring the unacceptable levels back into acceptable levels.

- D. Contractor shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

- E. At all times Contractor shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.
- F. Contractor and all subcontractors shall be solely responsible for complying with the Substance Abuse Prevention on Public Works Projects Act, Public Act 095-06345.
- G. Contractor agrees to maintain all records and documents for projects of the District in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the District under the Freedom of Information Act so that the District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the District and if possible, the District shall request an extension so as to comply with the Act. In the event that the District is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney's fees and penalties.
- H. Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Contractor takes responsibility to insure that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 15 and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owners consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.
- I. Contractor and each of its Subcontractors shall 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. The 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 the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The

change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and 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

#### 1.13 SUPERVISION

The Contractor shall maintain a highly qualified technician on the job site at all times. The Contractor shall enforce strict discipline and good order among his employees and the Subcontractors at all times work is in progress. The Contractor shall not employ any unfit person or anyone not skilled in the work assigned to him.

#### 1.14 EQUIPMENT AND TOOLS

Furnish and maintain all equipment tools and apparatus, scaffolding, and all temporary work and materials necessary to perform the work.

#### 1.15 EXPEDITING

Place orders for materials and equipment immediately upon receipt of Contract or Notice to Proceed and follow up vigorously to insure adequate and timely supply to the work. Perform all tracings and expediting actions and arrange to get workmen in the job at the proper time to avoid delays.

#### 1.16 SANITARY

The Contractor shall provide suitable, temporary toilet facilities at a specified location, for workmen on the project, complying in every respect with Local and County requirements. Unit shall be chemically treated, serviced at regular intervals, and maintained in a sanitary condition at all times.

#### 1.17 EXISTING UTILITIES

The Contractor shall be responsible for locating and protecting all existing utilities, public and private, for the duration of the job. Prior to the commencement of any work, the Contractor shall notify all public and private utilities for the purpose of verifying, marking, and recording the locations of all under ground or overhead utilities, temporary or permanent. Any repair/replacement costs or associated damage will be the responsibility of the Contractor.

## 1.18 TESTING AND OBSERVATIONS

The Contractor shall give the Owner, Village Inspector, and Manufacturer's Representative proper notice of readiness of Work for all required observations, tests, or reviews.

If Laws or Regulations of any public body having jurisdiction requires any Work (or part thereof) to specifically observed or tested, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Engineer with the required certificates of inspection, testing, or approval. Contractor shall be responsible for and pay all costs in connection with any inspection or testing required in connection with Owner's or Manufacturer's agreed to Supplier of materials or equipment proposed to be incorporated into the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.

The cost of all observations, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the Owner (unless otherwise specified).

All observations, tests, or reviews other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations agreed to by Owner and Contractor (or Manufacturer if so specified).

**Should testing reveal deficiencies due to Contractor error, subsequent testing costs shall be paid by Contractor.**

If any work (including the work of others) that is to be observed or tested is covered without the written concurrence of the Owner, it must, if requested by Engineer, be uncovered of observation. Such uncovering shall be at the expense of the Contractor unless Contractor has given Owner or Village Inspector timely notice of Contractor's intention to cover such work and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Owner nor observations, tests, nor reviews by others shall relieve the Contractor from his obligations to perform the work in accordance with the Contract Documents.

## 1.19 ACCEPTANCE OF PRECEDING WORK (if applicable)

Before starting any operation, the Contractor and Subcontractors shall examine work performed by others to which his work adjoins or is applied and report any condition that will prevent satisfactory accomplishment of his Contract. Failure to notify the Owner in writing of deficiencies or faults in

preceding work will constitute acceptance thereof and waiver of any claims and its unsuitability.

## 1.20 OWNER'S OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner will occupy the building during the entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

## 1.21 WORK RESTRICTIONS

- A. On-Site Work Hours: The building is normally open from 5 am to 11 pm Monday through Friday. 6 am to 9 pm on Saturday and Sunday. If work is to be scheduled outside of the above listed hours, the contractor shall notify the Owner not less than 48 hours in advance of the proposed after hours work.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify the Owner not less than 48 hours in advance of proposed utility interruptions
  2. Do not proceed with utility interruptions without the Owner's written permission.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibrations, odors, or other disruption to Owner occupancy with Owner.
1. Notify the Owner not less than two (2) days in advance of proposed disruptive operations.

## 1.22 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words “shall”, “shall be”, or “shall comply with”, depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Drawing Coordination: Requirements for materials and products, identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify material and products.
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products re identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

#### 1.23 MISCELLANEOUS PROVISIONS

- A. Under no circumstances shall any Contractor install or furnish to the job site products containing asbestos. Failure to comply with the above provision shall require said Contractor to fully remove asbestos product per AHERA standards and reinstall, at Contractor’s own expense, new non asbestos product. Further, Contractor shall become liable for any personal or property liability that results from the disturbing or installation of any asbestos containing building material and hold harmless the Owner, Architect, Architect’s Consultants and Agents.

#### 1.24 DEFINITIONS

- A. Substantial completion is the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and under control of BMS system. The date of Substantial Completion of the Project is also the date of commencement of applicable warranties required by the Contract Documents unless noted otherwise.
- B. Final Completion is defined as all work, including all Punch List items, is 100% complete, all final close out documentation has been submitted, and the final pay application has been submitted.

## 1.25 HOUSEKEEPING

Keep site of operations free from accumulations of rubbish and waste materials at all times. See that Subcontractors remove and dispose of their rubbish. Arrangements for removal and disposition of rubbish will be made by Contractors concerned at no cost to the Owner.

Should any Contractor or Subcontractor allow rubbish or waste material to accumulate on any portion of the site or in any portion of the building to such extent that the accumulation constitutes a hazard or obstructs the prosecution of the work in any way. The Owner may, if Contractor or Subcontractor at fault fails to remove such rubbish or waste materials within three (3) days after written notice to clear up the accumulation, engage prior labor or services of another Contractor to make necessary removal and disposition and to charge cost against monies due to Contractor or Subcontractor at fault.

## 1.26 PROTECTION

- A. Property: Each Contractor and Subcontractor shall take such precaution as are necessary adequately to protect from damage or deterioration and to safeguard from theft or pilferage, all materials, tools and equipment pertaining to his work which are on the site, whether stored or incorporated in the structure.
- B. Safety: Provide all barricades or other temporary protection as may be required by local authorities having lawful jurisdiction, or be considered of general safety, around all openings in floors and walls of the structure, and around all open pits or trenches in its vicinity.
- C. Weather: Each Contractor and Subcontractor shall at all times provide protection against rain, snow, wind storms, frost or heat so as to maintain all work, materials, apparatus, and fixtures, free from injury or damage.

At the end of each day's work, all new work subject to damage by the elements and all points where water or frost may enter any part of the structure or work shall be covered.

- D. Water: General Contractor shall at all times protect excavations, trenches, and building from damage from rain water, snow, spring water, ground water backing up of drains or sewers and all other water. He shall provide all pumps and equipment enclosures required for such protection.

He shall also construct and maintain any temporary drainage necessary to direct or lead water away from the work and shall do all pumping necessary to keep excavation and lowest floor free of water at all times.



E. Damage: All work damaged by failure to provide protection shall be removed and replaced with new work at the expense of the Contractor at fault.

#### 1.27 DAMAGE TO CURRENT

Each Contractor shall adequately protect all preceding work from damage caused by him or his works. All breakage or damage will be repaired by trade concerned at the cost of the party causing damage. Each Contractor, however, shall be responsible for adequate protection of his own work against normal construction risks.

#### 1.28 GUARANTEE

The Contractor and/or manufacturer shall provide a minimum of one (1) year warranty for all materials and workmanship associated with the project or work performed under the Contract.

#### 1.29 INSURANCE

- **Worker's Compensation**
  - State: Statutory
  - Applicable Federal (e.g., Longshoremen's): Statutory
  - Employer's Liability
    - \$500,000.00 Per Accident
    - \$500,000.00 Disease, Policy Limit
    - \$500,000.00 Disease, Each Employee
- If written under **Commercial General Liability Policy** Form
  - \$2,000,000.00 General Aggregate
  - \$1,000,000.00 Products Completed Operations Aggregate
  - \$1,000,000.00 Personal and Advertising Injury
  - \$1,000,000.00 Each Occurrence
  - \$ 50,000.00 Fire Damage (any one fire)
  - \$ 50,000.00 Medical Expense (any one person)
- **Business Automobile Liability** (including owned, non-owned and hired vehicles):
  - Bodily Injury
    - \$1,000,000.00 Per Person
    - \$1,000,000.00 Per Accident
  - Property Damage
    - \$1,000,000.00 Per Occurrence
- **Umbrella Excess Liability**
  - \$2,000,000.00 over Primary Insurance
  - \$2,000,000.00 Retention for Self-Insured Hazards Each Occurrence

- A. General: The Contractor shall not commence work under the Contract until he has obtained all insurance required, and it has been approved by the Owner, nor shall Contractor allow any Subcontractor to commence work on any portion of the work until all insurance required of the Subcontractor and Sub-subcontractor has been similarly approved by the Owner.

All such insurance shall be purchased only from companies licensed and duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois and to write the types of insurance policies as herein specified. Insurance companies must have a minimum policy holder's rating of A+ and a financial rating of AAAAA as stated in the latest edition of Best's Insurance Guide.

The insurance coverages must be maintained by the Contractor and the Subcontractor until all work is completed by the Contractor and accepted by the Owner. If the policy is written on claims made basis, then the Contractor shall purchase such additional insurance as may be necessary to provide specified coverage to the District for a period of not less than five (5) years from the completion of the work.

- B. Automobile Liability: Contractor shall obtain at his expense and keep in force at all times during the performance of the work, Comprehensive Automobile Liability Insurance providing for bodily injury, personal injury and property damage, limits of an amount not less than \$500,000 per occurrence and \$1,000,000 per annual aggregate.
- C. General Liability Insurance: Contractor shall obtain at his expense and keep in force at all times during the performance of the work, Comprehensive General Liability Insurance providing for bodily injury, personal injury and property damage, limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
- D. Worker's Compensation and Employer's Liability Insurance: Contractor shall obtain at his expense and keep in force at all times during the performance of work, worker's compensation and related insurance coverage at amounts required by statute and employer's liability with limits of not less than \$1,000,000 per occurrence.
- E. Certificates of Insurance: Within five (5) calendar days after receipt of the "Written Notice to Proceed", the Contractor shall file with the Owner, a Certificate of Insurance and Policy Endorsement showing complete coverage of all insurance required by this Section signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the

policies and the dates of their expirations, with a further certification from said insurance companies that their policies will not be modified, amended, changed, cancelled or terminated without thirty (30) business days prior written notice to the Owner. If any form of umbrella or excess coverage policy is utilized by the Contractor, the Owner reserves the right to require a copy of the entire policy.

- F. All policies of insurance purchased or maintained in fulfillment of this paragraph 24 shall name the Owner and Architect/Engineer as additional insureds thereunder.
- G. Failure of Owner to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Owner.
- H. Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers. The Owner, does not in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, Contractor, Architect/Engineer, or any Subcontractor's interests or liabilities but are merely at minimums. The obligation of the Contractor, the Architect/Engineer, and any Subcontractor of any tier to purchase insurance, shall not, in any way, limit their obligations to the Owner in the event the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the Contractors or any Subcontractor insurance.
- I. On the Certificate of Insurance, delete in the cancellation provision the following words, "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."
- J. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the additional insureds@ have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

- K. All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner or Architect/Engineer or any of their officers, directors, commissioners, officials, employees, consultants, volunteers, or agents. I. All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- L. In the event the Contractor fails to furnish and maintain the insurance required by this contract, the Owner may purchase such insurance on behalf of the Contractor, and the Contractor shall pay the cost thereof to the Owner upon demand or shall have such cost deducted from any payments due the Contractor. The Contractor agrees to furnish to the Owner the information needed to obtain such insurance.
- M. In order to protect the Owner and Architect/Engineer the Contractor shall require that all its Subcontractors purchase insurance protecting the Owner and Architect/Engineer to the same extent they are protected by the insurance required herein from the Contractor.
- N. Owner's Liability Insurance
1. The Contractor shall purchase and maintain insurance covering the Owner's liability for claims which may arise from operations under the Contract and that will protect the Owner and the Architect/Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is cause in whole or in part by any negligent act of omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph. The minimum limits of liability purchased for such coverage shall be equal to the aggregate of the limits required for the Contractor's Liability Insurance under 24 above.
  2. In any and all claims against the Owner or the Architect/Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the insurance obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any

Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

3. The insurance obligations of the Contractor under this paragraph shall not extend to the liability of the Architect/Engineer, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or (2) the giving of or failure to give directions or instruction by the Architect/Engineer, his agents or employees provided that such giving or failure to give is the primary cause of the injury damage.
4. The Contractor shall provide the Owner with the Original policy and shall furnish the Architect/Engineer a memorandum copy of said policy. The named insured in the Protective Liability Policy shall be: Hoffman Estates Park District

### 1.30 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Owner and shall indemnify and hold harmless the Owner and the Architect/Engineer and their officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the performance of the Contractor's work provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Owner would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts

### 1.31 LABOR LAW

The Contractor and each and every Subcontractor performing work at the site of the project to which this Contract relates shall comply with applicable and provisions of all pertinent Federal, State, and Local Labor Laws.

### 1.32 FINAL CLEANING

Just prior to delivery of the job to the Owner, the Contractor shall perform a final cleaning of the equipment and haul away from the job site all debris created by his work on the site and surrounding area.

### 1.33 TIME SCHEDULE/MAJOR REPAIRS

Work under the Contract shall commence within five (5) calendar days after given "Written Notice to Proceed" by Owners (or date specified) and shall continue with due diligence until due completion.

Each Contractor or Subcontractor shall and does hereby agree that he will start and prosecute his work so as to cause no delay to the Contractor and that he will complete all work under his Contract coincidentally with completion of Contractor's work.

The Contractor shall submit an estimated time schedule setting up order of procedure and time allowed for each branch of work. Contractor shall make every effort to adhere to these schedules, but reasonable modifications will be permitted from time to time to compensate for delays due to strikes or conditions beyond Contractor's control, exclusive of weather.

### 1.34 AVOIDANCE OF DELAYS (Major Repairs)

Each Contractor and Subcontractor shall be furnished a copy of the "Time Schedule" referred to above, and each shall so prosecute his work that he not only maintains his progress in accordance with the said Time Schedule but also shall cause no delays to other Contractors, either in person or through a Subcontractor, fail to maintain progress according to the approved Time Schedule or cause delay to another Contractor or Subcontractor, he shall furnish such additional labor and/or services or work such overtime as may be necessary to bring his operation up to schedule with no additional cost to Owner. Failure to maintain schedule or to the above steps to regain the agreed time schedule shall constitute default within the terms of the Contract and grounds on which the Owner may have recourse to the Contractor's Surety for remedial action.

### 1.35 LIQUIDATED DAMAGES AND EARLY COMPLETION INCENTIVES

The inconvenience to the public from any delay in the receipt of the completed work specified herein will be significant and substantial. For this reason, liquidated damages—in addition to all actual damages suffered by Owner from delay—shall be assessed and deducted from the Contract Sum otherwise due Contractor for every day of delay in achieving substantial completion after September 29, 2017 will be assessed a \$2,500 per day fee with no maximum number of days until substantial completion. Contractor is reminded there are specified time periods within which Contractor may, for recognized cause, request a change order for additional time to achieve substantial completion. **TIME IS OF THE ESSENCE FOR THIS CONTRACT AND ALL PROVISIONS SHALL BE STRICTLY ADHERED TO, COMPLIED WITH, AND ENFORCED.**

Conversely, for every day prior to the September 16, 2017 (early completion date) the Contractor shall be paid an early completion incentive BONUS of \$2,500 per day with a maximum of 10 days.

### 1.36 UNIT PRICES AND MEASUREMENTS (if applicable).

Upon completion of the work, a final measurement will be conducted by the Contractor and Owner. Unit prices included in the bid proposal will be applied to the units measured to determine the final/total price of the work.

### 1.37 ASSIGNMENT

The Contractor or any Subcontractor shall not assign the Contract nor any monies due to become due to him hereunder, to any Person, Firm, or Corporation without previous written consent of the Owner.

### 1.38 EXTRAS

No extra work shall be allowed or paid for unless a Change Order is made and approved by the Owner in writing.

### 1.39 EXAMINATION OF SITE

Before submitting proposal, contractors shall examine site. Such an examination will be presumed and no allowance will be made for extra labor or materials due to Contractor's failure to do so. Any information furnished by the Owner shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by

it, has considered such in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.

#### 1.40 SAFETY

The Contractor is responsible for the safe passage of pedestrian traffic for the duration of the job. Any precautionary measures, necessary warning signs, barricades, etc., required to inform the general public of potential hazards or dangers and as necessary to assist the Contractor in the performance of the work, shall be at his expense and provided for in his quoted price. **Public safety is a foremost concern of the Owner, therefore failure by the Contractor to take a pro-active approach to safety is unacceptable. If necessary, the Owner will take whatever steps deemed appropriate, at the cost of the Contractor, to ensure the safety of the general public and our employees.**

#### 1.41 PERSONNEL

If any person employed on the work site be, in the opinion of the Owner, intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his duties, he shall be directed to cease work and vacate the job site immediately.

#### 1.42 LIENS

No payment shall become due until the Contractor, if required, shall deliver to Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

#### 1.43 DEFAULT

In case of default by the Contractor, the Owner may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

#### 1.44 CANCELLATION OF CONTRACT

If the Contractor or any of his Sub-contractors shall, in the judgment of the Hoffman Estates Park District, be unable to carry on the work satisfactorily, or if the Contractor or any of his Sub-contractors shall violate any of the provisions of this contract, or in case of bankruptcy of the Contractor, or



failure of the Contractor to pay for supplies or workmen, or a work-stoppage, or a failure by the Contractor to provide sufficient workmen or sufficient material for the job, the Owner may serve written notice upon the Contractor and his Surety of his intention to terminate the Contract, and, if within seven (7) days after the service of such notice, the Contractor or the Sub-contractor or the Surety have not proceeded to carry on the work in accordance with this Contract and to the satisfaction of the Owner, this Contract shall cease and terminate and the Owner shall have the right to take over the work and prosecute the same to completion by Contract for the account and at the expense of the Contractor and the Surety; and the Contractor and Surety shall be liable to the Owner for any excess costs occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore; provided, however, that in the event the Owner determines that the failure of the Contractor, Sub-contractor or Surety to carry on the work in accordance with this Contract has resulted in an emergency which will require that the Owner take over the work immediately, to avoid loss or waste of a substantial part of the work already performed, the Owner may immediately take over the work and prosecute the same at the expense of the Contractor and Surety to the extent necessary to avoid damage, and may prosecute the same at the expense of the Contractor and Surety to the extent necessary to avoid damage, and may prosecute the same to completion at the expense of the Contractor and the Surety unless within seven (7) days after the services of the above described notice, the Contractor, Sub-contractor or Surety has proceeded to carry on the work in accordance with this Contract and to the satisfaction of the Hoffman Estates Park District.

#### 1.45 LIEN WAIVERS (if applicable)

Neither by partial nor final payment will the Owner be deemed to have waived any remedy for defective work or negligence on the part of the Contractor or any other portion of the Contract which, by its nature, survives after time of payment.

Supporting partial Waivers of Lien for each Subcontractor, supplier and prime contractor must accompany each request for progress payment.

Waivers must spell out exact description of work performed for which Waiver is issued and state whether dollar amount is full amount received or amount of work less retainage, held by prime contractor.

For final payment it is necessary to submit final waivers in the full amount of the Contracts for all Subcontractors, suppliers and prime contractors.

Waivers must be accompanied by a sworn statement listing Subcontractors and suppliers, the amount of their Contracts and the amount requested.

#### 1.46 LINE AND GRADE STAKES (if applicable)

Stakes for lines and grades shall be provided once by the Engineer. Costs for replacement of damaged stakes shall be paid by the Contractor. Prior to commencing work and before pouring or finally adjusting any structure or closing any excavation, the Contractor shall verify the correctness of any grades so as to conform to the Contract Documents.

#### 1.47 CONSTRUCTION OBSERVATION

A Consultant may be called upon to observe the work on behalf of the Owner and will provide general assistance during construction insofar as proper interpretation of the Contract Documents is affected. The consultant shall not be responsible for the acts or omissions of the Contractor's superintendent or other employees.

All materials used and all completed work by the Contractor shall be subject to the observation of the Owner/Owner's representative. The Contractor shall furnish such samples of materials for examination and tests as may be requested by the Owner and shall furnish any information required concerning the nature or source of any materials or equipment, which he proposes to use. Any material, equipment, or work which does not satisfactorily meet the Contract Documents may be rejected by the Owner by giving written notice to the Contractor. All rejected materials, equipment, or work shall be promptly removed and replaced at the Contractor's expense.

#### 1.48 FIELD REPRESENTATIVES

Field representatives may be appointed by the Owner, Architect or Engineer to see that the work is performed in accordance with the Contract Documents. Field representatives shall have the authority to condemn and/or reject defective work materials. Only the Owner shall have authority to suspend work. Field representatives shall have no authority to permit deviation from the Contract Documents and Owner, the Contractor shall be liable for any deviations made without a written order from the Engineer.

END OF SECTION 01100

## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Contingency allowances.
- C. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for unused allowances.

#### 1.3 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 show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.4 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### 1.5 CONTINGENCY ALLOWANCES

- A. Allowances shall be used **ONLY** at the discretion of the Owner.
  - 1. Architect will prepare an Allowance Authorization Form for each approved allowance item.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

##### 3.2 PREPARATION

- A. Coordinate 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 work.

##### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Include a contingency allowance of **\$50,000** in the Base Bid for unforeseen conditions.

END OF SECTION 012100

## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

#### 1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are **increased or decreased**.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 01

1. Description: Provide unit cost to replace existing floor drain including adjustment hub. Unit of Measurement: On a per unit basis.

END OF SECTION 012200

## SECTION 012300 – ALTERNATES

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the **net addition to or deduction from** the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A Schedule fo Alternates is included a the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. *ALTERNATE #1*: Add cost of removing all existing plumbing fixtures, partitions, toilet accessories, relocation of these items to storage area, removal of floor tile in the Men's and Women's Toilet Areas, prep all existing floor surfaces, supply and install new tile and grout. Reinstall from storage all plumbing fixtures, partitions, toilet accessories according to plans and specifications.
- B. *ALTERNATE #2*: Add cost of removing all existing wall tile in the Men's and Women's Toilet Areas, prep all existing wall surfaces, supply and install new tile and grout according to plans and specifications. Alternate B assumes that Alternate A will be accepted by the owner.

END OF SECTION 012300



## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
  - 2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form provided by Architect.

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
  - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - c. Include costs of labor and supervision directly attributable to the change.
  - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining 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 the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

## 1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

## 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the 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 change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 12900 – PAYMENT PROCEDURES

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 01 Section “Allowances” for procedural requirements governing handling and processing of allowances.
  - 2. Division 01 Section “Contract Modification Procedures” for administrative procedures for handling changes to the Contract.
  - 3. Division 01 Section “Closeout Procedures” for administrative procedures for closeout requirements.

#### C. Payment

The Contractor may present estimate of work for which he desires payment no later than the first Monday of each month, based on cost of labor and material incorporated into the work. Estimate shall be a Sworn Statement and shall show relative amount of each item completed. Submit Partial Waivers of Lien, including for first payout, from Contractors, Subcontractors and Material Suppliers with Sworn Statement for monthly payout. Payments will be made within approximately thirty (30) days after review by the Owner. Notwithstanding, anything to the contrary contained in the Contract Documents, payouts are to be made by checks payable to the Contractor. The Contractor will be required to submit a sworn payroll statement according to the Illinois Department of Labor documenting his compliance with the Illinois Prevailing Wage Act.

Final Payment will be made within approximately thirty (30) days of final inspection and approval and receipt of all waivers, sworn statements, guarantee statements, and other documents set forth in the Contract Documents.

#### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the contract Sum to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.

## 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets
    - b. Submittals Schedule
    - c. Contractor's Construction Schedule
  2. Submit the Schedule of Values to Architect no later than fourteen (14) days after letter of Intent is issued.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and locations
    - b. Name of Architect
    - c. Architect's Project Number
    - d. Contractor's name and address
    - e. Date of submittal
  2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division
    - b. Description of the work
    - c. Name of subcontractor
    - d. Name of manufacturer or fabricator
    - e. Name of supplier
    - f. Change Orders (number) that affect value
    - g. Dollar Value
      1. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

- a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule updating: Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Original Contract Sum must be reflected in the updated Schedule to illustrate change.

## 1.5 APPLICATIONS FOR PAYMENT

- A. Certified Payroll Statements: The Contractor shall submit Certified Payroll Statements pursuant to Illinois Law-Public Act 94-0515 with each payment application. The *Certified Transcript of Payroll* statement forms are available through the Illinois Department of Labor website <http://www2.state.il.us/agency/idol/forms/pdfs/IL452CM02.pdf>. Certified Payroll Statements are required from the Contractor and each Subcontractor. The Statements are to include the time period of the payment application. Payment Applications will not be processed without the accompanying Certified Payroll Statements.
- B. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- C. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

- D. Payment Application forms: Use AIA Document G702/CMA and AIA Document G703 Continuation Sheets as form for the Applications for Payment.
- E. Certified Payroll for each contractor/sub-contractor shall accompany each payment request, submitted in ORIGINAL duplicate.
- F. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.  
Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- G. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application of Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- H. Transmittal: Submit two (2) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about applications.
- I. Waivers of Mechanic's Lien: with each Application of Payment, submit waivers of mechanic's liens from subcontractors, sub-contractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous Application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full Waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors
  2. Schedule of Values
  3. Contractor's Construction Schedule (preliminary if not final)
  4. Products list
  5. Schedule of unit prices
  6. Submittals Schedule (preliminary if not final)
  7. List of Contractor's staff assignments
  8. List of Contractor's principal consultants
  9. Copies of building permits
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work
  11. Initial progress report.
  12. Report of preconstruction conference
  13. Certificates of insurance and insurance policies
  14. Performance and payment bonds
  15. Data needed to acquire Owner's insurance
  16. Initial settlement survey and damage report if required.
- K. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially completed.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.



- L. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements. **Final payment will NOT be processed until all closeout documentation has been submitted.**
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims".
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens".
  6. AIA Document G7072 "Consent of Surety to Final Payment".
  7. Evidence that claims have been settled.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART – 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Administrative and supervisory personnel.
  - 2. Project meetings.
  - 3. Requests for Interpretation (RFIs).
- B. Related Sections include the following:
  - 1. Division 01 Section "Submittal Procedures" for preparing and submitting Contractor's Construction Schedule.
  - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

#### 1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in

different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

## 1.5 SUBMITTALS

A Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

## 1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.

## 1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Critical work sequencing and long-lead items.
    - c. Designation of key personnel and their duties.
    - d. Procedures for processing field decisions and Change Orders.
    - e. Procedures for RFIs.
    - f. Procedures for testing and inspecting.
    - g. Procedures for processing Applications for Payment.
    - h. Submittal procedures.
    - i. Preparation of Record Documents.
    - j. Use of the premises and existing building.
    - k. Work restrictions.
    - l. Owner's occupancy requirements.

- m. Responsibility for temporary facilities and controls.
- n. Construction waste management and recycling.
- o. Parking availability.
- p. Office, work, and storage areas.
- q. Equipment deliveries and priorities.
- r. Security.
- s. Progress cleaning.
- t. Working hours.

3. Minutes: Record and distribute meeting minutes.

C. Progress Meetings: Conduct weekly progress meetings, or at such other time and frequency as are acceptable to the Owner. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

- 1) Interface requirements.
- 2) Sequence of operations.
- 3) Status of submittals.
- 4) Deliveries.
- 5) Off-site fabrication.
- 6) Access.
- 7) Site utilization.
- 8) Temporary facilities and controls.
- 9) Work hours.
- 10) Hazards and risks.
- 11) Progress cleaning.
- 12) Quality and work standards.

- 13) Status of correction of deficient items.
- 14) Field observations.
- 15) RFIs.
- 16) Status of proposal requests.
- 17) Pending changes.
- 18) Status of Change Orders.
- 19) Pending claims and disputes.
- 20) Documentation of information for payment requests.

3. Minutes: Record the meeting minutes.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

## 1.8 REQUESTS FOR INTERPRETATION (RFIs)

A Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of Architect.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

- a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Software-Generated RFIs: Submit all RFI's electronically to the Architect in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
  8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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