

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

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

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

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

**Carpentry Work  
at Triphahn Center**

**BID DATE: October 11, 2016**

**BID TIME: 10:00 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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September 20, 2016

Dear Bidder:

Enclosed you will find the plans, specifications and bidding materials for **Carpentry Work at Triphahn Center**. 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.

**There is a pre-bid mandatory walk-through for all trades to inspect the project on Thursday, September 29, 2016 at 10:00 am on the north side of the Triphahn Center, 1685 W. Higgins Rd, Hoffman Estates.**

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. I can be reached Monday through Friday from 7:00 a.m. until 5:00 p.m.

Sincerely,

*Gary T Buczkowski*

Gary Buczkowski  
Division Director Planning and Development

## INVITATION TO BIDS

Sealed bids for the for **Carpentry Work at Triphahn Center** will be received by the Hoffman Estates Park District at our office; 1685 West Higgins Road, Hoffman Estates, Illinois 60169 until **exactly 10:00 A.M., October 11, 2016** 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. 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.

**There is a pre-bid mandatory walk-through for all trades to inspect the project on Thursday, September 29, 2016 at 10:00 am on the north side of the Triphahn Center, 1685 W. Higgins Rd, Hoffman Estates.**

The Hoffman Estates Park District requires all bidders to comply with all provisions of the Park District Prevailing Wage Ordinance **O-16-003**. 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  
Division Director

HOFFMAN ESTATES PARK DISTRICT

INSTRUCTIONS TO BIDDERS

1. Identification of Project

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

**Hoffman Estates Park District Triphahn Center Renovation/  
Carpentry Work**

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: **October 11, 2016 – 10:00 a.m.**

Committee Approval: **November 1, 2016**

Board Approval: **November 22, 2016**

Contract Awarded: **November 23, 2016**

Commencement of Work: **All long lead items shall be ordered within 10 days of award of contract. Actual work shall commence on or about January 27, 2017 and shall continue with due diligence until full completion and acceptance.**

Substantial Completion Date: **April 7, 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 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, ten (10%) 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 100% 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 "Bid Proposal for Hoffman Estates Park District "for **Carpentry Work at Triphahn Center** to be received until **10:00 A.M., October 11, 2016** 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 stated above except for extensions granted by the Owner in writing for circumstances beyond the control of the Bidder. Anticipated completion date April 7, 2017.

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 and shall be returned to the bidder.

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.

13. Contract and Insurance



The written contract 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, and said written contract shall be comprised by 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 I – GENERAL

#### **1. Application**

These Supplementary Conditions shall be used in conjunction with and are a part of any and all Sections of the Specifications and all Contracts and Subcontracts that may be made for the completion of the work in all its parts as identified and described in the Contract Documents.

#### **2. Definitions**

Owner: The Hoffman Estates Park District, Board of Commissioners, Staff and its appointed Owner's representative.

Contractor: A firm, corporation or individual with whom the Owner makes a direct Contract for the construction of all or any portion of the work.

Architect/Engineer: The authorized representative of the Owner.

Subcontractor: A firm, corporation or individual other than employees of a Contractor with whom a Contractor or Subcontractor makes a contract to furnish labor, and/or materials, and/or services in connection with the project.

Owner Representative: An employee of the Hoffman Estates Park District responsible for the coordination of the work involved on the project.

The words "approve", "equal to", "as directed", etc., are interpreted and will be taken to mean "to the satisfaction of the Owner." Samples shall be submitted and approvals shall be requested in ample time to avoid any delays should resubmission of an item be necessary.

#### **3. Contract Documents**

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, and the accepted Bid Sheet and certification.

#### **4. Bonds**

- A. With proposal, and attached hereto, each Bidder shall furnish Bid Security payable to the Owner in the amount of 10% 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.

## 5. Payment

The Contractor may present estimate of work for which he desires payment no later than the 15<sup>th</sup> day 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 (45) 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. With each Application beginning with the second Application, the Contractor shall submit Certified Payrolls for all labor involved in the Work performed up to that date. All documentation shall be submitted on Form IL 452CM02 or approved equal.

Final Payment will be made within approximately thirty (45) days of final inspection and approval and receipt of all waivers, sworn statements, guarantee statements, and other documents set forth in the Contract Documents.

### 1.1 Payments/General Related Documents

- A. Drawings and general provision of the Contract, including General Conditions, apply to this section.

## 1.2 Payments/Summary

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment
- B. This Section specifies administrative and procedural requirements governing each prim contractor's Applications for Payment.
  - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule and List of Subcontractors.

## 1.3 Payments/Schedule of Values

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
- B. Coordination: Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractor's Construction Schedule.
  - 1. Correlate the items in the Schedule of Values with other required administrative schedules and forms, including:
    - i. Contractor's Construction Schedule
    - ii. Application for Payment forms, including Continuation Sheets
    - iii. List of subcontractors
    - iv. Schedule of allowances
    - v. Schedule of alternates
    - vi. List of products
    - vii. List of principal suppliers and fabricators
    - viii. Schedule of submittals.
  - 2. Submit the Schedule of Values to the Park District at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
  - 3. Provide a breakdown on the Schedule of Values for major items or tasks as may be requested by the Park district or Architect.

- C. Format and Content: Use the Project Manual table of contents as a guide to establish the format 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
    - i. Project name and location
    - ii. Name of Architect
    - iii. Project number
    - iv. Contractor's name and address
    - v. Date of submittal.
  2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - i. Related Specification Section or Division
    - ii. Description of Work
    - iii. Name of subcontractor
    - iv. Name of manufacturer or fabricator
    - v. Name of supplier
    - vi. Change Orders (numbers) that affect value
    - vii. Dollar Value
      1. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items as may be requested by the Owner and Architect.
  4. Round amounts to nearest whole dollar, the 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.
  - i. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value for that part of the Work.
7. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
8. Margins of Cost: Show the items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
  - i. Temporary facilities and other major cost items that are not direct cost of the actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expenses, at the Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.4 Payments/Applications for Payments

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Park District.

1. The initial Application for Payment, the Application for Payment at the time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment-Application: Each progress-payment shall be submitted to the Park District as indicated in the Agreement.

1. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement no later than the second Friday of each month.
2. The Park District will forward the Application on to the Architect for his approval.
3. Once the Architect has approved the Application, the paperwork will be submitted to the Park District Finance Department no later than the first Thursday of the following month.
4. The Board will take action on the fourth Tuesday of that month and if the Board approves that application, payment will be made the fourth Friday of each month.

C. Payment-Application Times: The date for each progress payment is the 15<sup>th</sup> day of each month. The period covered by each Application of Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.

D. Payment- Application Forms: use AIA Document G102 and Continuation Sheets G703 as the form for Applications for Payment.

E. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to the Park District by a method ensuring



receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.

G. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who is lawfully entitled to file a mechanics lien arising out of the Contract and related to the Work covered by the payment.

H. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.

1. Submit partial waivers for each item for the amount requested, prior to deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Delays: Submit each Application for Payment with the Contractor's Waiver of Mechanics lien for the period of construction covered by the application.
  - i. Submit final Applications 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, and executed in a manner acceptable to the owner.

I. Certified Payroll: With each Application beginning with the second Application, the Contractor shall submit Certified Payrolls for all labor involved in the Work performed up to that date. All documentation shall be submitted on Form IL 452CM02 or approved equal.

J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal for the first Application for Payment include the following:

1. List of subcontractors
2. List of principal suppliers and fabricators
3. Schedule of Values
4. Contractor's Construction Schedule (preliminary if not final).
5. Schedule of principal products.
6. Schedule of Unit Prices
7. Submittal of Schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of Contractor's principal consultants.
10. Copies of building permits
11. Copies of authorizations and licenses from governing authorities for performance of the Work.
12. Initial progress report
13. Report of preconstruction meeting
14. Certificates of insurance and insurance policies
15. Performance and payment bonds
16. Data needed to acquire the Owner's insurance
17. Initial settlement survey and damage report, if required.

K. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application shall include:
  - i. Occupancy permits and similar approvals.
  - ii. Warranties (guarantees) and maintenance agreements
  - iii. Test/adjust/balance records
  - iv. Maintenance instructions
  - v. Startup performance reports
  - vi. Changeover information related to Owner's occupancy, use, operation and maintenance.
  - vii. Final cleaning
  - viii. Application for reduction of retainage and consent of surety.
  - ix. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
  
- L. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
  1. Completion of Project closeout requirements
  2. Completion of items specified for completion after Substantial Completion
  3. Ensure that unsettled claims will be settled
  4. Ensure that incomplete Work is not accepted and will be completed without undue delay
  5. Transmittal of required Project construction records to the Owner.
  6. Removal of temporary facilities and services
  7. Removal of surplus materials, rubbish and similar elements

## 6. 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.

## **7. 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 associated with the Work.

## **8. 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.

## **9. 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. Refer to the remainder of the contract documents for additional information. Substitution shall not be allowed for convenience without expressed approval by 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.

## **10. 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.
- 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, Owner's 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.

## **11. 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.

## **12. Equipment and Tools**

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

## **13. 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.

## **14. Sanitary**

The OWNER shall provide suitable toilet facilities within the Triphahn Center complying in every respect with Local and County requirements. As these are public facilities within the Center, CONTRACTOR shall be responsible to maintain sanitary conditions with regard to construction debris at all times.

## **15. 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 underground or overhead utilities, temporary or permanent. Any repair/replacement costs or associated damage will be the responsibility of the Contractor.

## **16. 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 observe 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.

Testing & Observation/Testing Laboratory Services

1.1 Testing & Observation/Description

A. The Owner will employ and pay for the services of a testing service.

1.2 Testing & Observation/Qualification of Laboratory

A. Regularly engaged in testing of the type required in each case for a minimum of five (5) years and acceptable to the Owner and Architect.

1.3 Testing & Observation/Laboratory Duties; Limitations of Authority

A. Cooperate with Architect and Contractor; provide qualified personnel promptly on notice.

B. Perform specified inspections, sampling and testing of materials and methods of constructions

1. Comply with specified standards; ASTM, other recognized authorities and as specified.

2. Ascertain compliance with requirements of Contract Documents

- C. Promptly notify Architect and Contractor of irregularities or deficiencies of Work which are observed during performance of services.
  - D. Promptly submit required copies of reports of inspections and tests to Architect including:
    - 1. Date issued
    - 2. Project title and number
    - 3. Testing laboratory name and address
    - 4. Name and signature of inspector
    - 5. Date of inspection or sampling
    - 6. Date of test
    - 7. Location of project
    - 8. Type of inspection or test
    - 9. Observations regarding compliance with Contract Documents.
  - E. Perform additional services as required by Owner
  - F. Laboratory is not authorized to:
    - 1. Release, revoke, alter or enlarge on requirements of Contract Documents.
    - 2. Approve or accept any portion of Work
    - 3. Perform any duties of the Contractor.
- 1.4 Testing & Observation/Contractor's Responsibilities
- A. Cooperate with laboratory personnel, provide access to work, to manufacturer's operations.
  - B. Provide to laboratory preliminary representative samples of materials to be tested in required quantities.
  - C. Furnish casual labor and facilities:
    - 1. To provide access to work to be tested
    - 2. To obtain and handle samples at the site.

3. To facilitate inspection and tests
  4. For laboratory's exclusive use for storage and curing of test samples.
- D. Notify laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.
- E. Arrange with laboratory, pay for additional samples and tests required when initial tests indicate Work does not comply with Contract Documents.

**17. Acceptance 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.

**18. Cutting and Patching**

When necessary to cut or alter completed work to accommodate another trade, the Contractor or Subcontractor for work in places, shall do all cutting for and repair of portions of the work so disturbed. Where cutting is necessitated by fault or negligence of another Contractor, all costs of cutting and repairing shall be borne by the party at fault.

**19. 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.

**20. 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.

## **21. 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 is 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: 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.

## **22. 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 unless otherwise denoted in the contract documents.

### Guarantee/Warranties

#### 1.1 Guarantee/Summary

A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents including manufacturers' standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

B. Related Sections: The following Sections contain requirements that relate to this Sections

1. Division 1 Section "Submittals" specifies procedures for submitting warranties.
2. Division 1 Section "Contract Closeout" specifies contract closeout procedures.
3. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.
4. Certifications and other commitments and agreements for continuing services to Owner and specified elsewhere in the Contract Documents.

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do to relieve supplies, manufacturers and subcontractors required to countersign special warranties with the Contractor.

D. Separate Prime Contracts: Each contractor is responsible for warranties related to its own contract.

## 1.2 Guarantee/Definitions

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

## 1.3 Guarantee/Warranty Requirements

- A. Related Damages and losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construct.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Costs: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the

right to refuse to accept the Work until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

#### 1.4 Guarantee/Submittals

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of the designated portion of the Work.
- B. When the Contract Documents require the Contractor, or the contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
  - 1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, and vinyl covered loose-leaf binders, thickness as necessary to accommodate contents and sized to receive 8 ½ x 11 inch (115 x 280mm) paper.
  - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or

installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the Installer.

2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project title or name and name of Contractor.
3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

#### 1.5 Guarantee/List of Warranties

- A. Provide a one year warranty on all products and materials installed into the project.
- B. Provide all manufacturer warranty certificates.

### **23. Insurance**

- **Worker's Compensation**
  - State: Statutory
  - Applicable Federal (e.g., Longshoremen's): Statutory
  - Employer's Liability
    - \$1,000,000.00 Per Occurrence
    - \$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 23 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 23 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

#### **24. 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

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. Unit Prices and Measurement (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.

### Unit Prices & Measurement/Unit Prices

#### 1.1 Unit Prices & Measurement /Related Documents

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

#### 1.2 Unit Prices & Measurement/ Summary

A. This Section includes administrative and procedural requirements for unit prices.

B. Related Sections include the following:

1. Division 1 Section "Allowances" for procedures for using unit prices to adjust quantity allowances.
2. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
3. Division 1 Section "Quality Requirements" for general testing and inspecting requirements.

#### 1.3 Unit Prices & Measurement /Definitions

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

#### 1.4 Unit Prices & Measurement /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.

## Unit Prices & Measurement /PART 2 – EXECUTION

### 2.1 Unit Prices & Measurement /List of Unit Prices

- A. Unit Price No.
- B. Refer to Bid Form for additional information on unit prices.

### **30. 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.

### **31. Extras**

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

### **32. 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 .

### **33. 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.**

### **34. 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.

### **35. 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.

### **36. 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.

### **37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. 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 Architect/Engineer.

**42. Contractor Use of Premises**

Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb

portions of the site or building beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for emergency egress of occupied areas of the building through work areas.
2. Egress areas and/or lanes shall be kept clear and clean during and after work hours.

#### **43. Project Meetings**

##### 1.1 Project Meetings/Related Documents

A. Drawings and general provision of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this section.

##### 1.2 Project Meetings /Summary

A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:

1. Progress meetings
2. Coordination meetings

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Division 1 Section "Coordination" for procedures for coordinating project meetings with other construction activities
2. Division 1 Section "Submittals" for submitting the Contractor's Construction Schedule.

##### 1.3 Project Meetings /Progress Meetings

A. The Contractor shall conduct progress meetings at the Project Site at regular intervals. Coordinate with and notify the Owner and Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.

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

1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead

or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.

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

- i. Interface requirements
- ii. Time
- iii. Sequences
- iv. Status of submittals
- v. Deliveries
- vi. Off-site fabrication problems
- vii. Access
- viii. Site utilization
- ix. Temporary facilities and services
- x. Hours of work
- xi. Hazards and risks
- xii. Housekeeping
- xiii. Quality and work standards
- xiv. Change Orders
- xv. Documentation of information for payment requests.

C. Reporting: No later than 3 days after each meeting, the Contractor shall distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

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

- 1.4 Project Meetings /Coordinating Meetings
- A. The Contractor shall conduct project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
  - B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
  - C. Record meeting results and distribute copies to everyone in attendance and to other affected by decisions or actions resulting from each meeting.

#### **44. Submittals**

##### Submittals/PART 1 – GENERAL/SUBMITTALS

###### 1.1 Submittals/Summary

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
  - 1. Contractor's construction schedule
  - 2. Submittal schedule
  - 3. Daily construction reports
  - 4. Shop drawings
  - 5. Product data
  - 6. Samples
  - 7. Quality assurance submittals
- B. Administrative Submittals: Such submittals include, but are not limited to, the following:
  - 1. Permits
  - 2. Applications for Payment
  - 3. Performance and payment bonds

4. Insurance certificates
  5. List of subcontractors
- C. Related Sections: The following Sections contain requirements that relate to this Section:
1. "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
  2. "Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
  3. "Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
  4. "Contract Closeout" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

## 1.2 Submittals/Definitions

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing or operation; they are not Samples.

## 1.3 Submittals/Procedures

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - i. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received or submittals with less than the required number of copies.
  3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
    - i. Allow 2 weeks for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
    - ii. If an intermediate submittal is necessary, process the same as the initial submittal.
    - iii. Allow 2 weeks of reprocessing each submittal.
    - iv. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

#### **45. Product Substitutions**

- 1.1 Product Substitutions/Summary
  - A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
  - B. The Construction Schedule and the Schedule of Submittals are included under Section "Submittals".
  - C. Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.

D. Procedural requirements governing the Contractor's selection of products and product options are included under Section "Materials and Equipment".

## 1.2 Product Substitutions /Definitions

A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Requests for changes in products, materials, equipment and methods of construction required by Contract Documents proposed by the Contractor after bidding and awarding of the Contract are considered requests for "substitutions". The following are not considered substitutions:

1. Substitutions requested by Bidders during the bidding period and accepted in writing prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
2. Revisions to Contract Documents requested by the owner or Architect
3. Specified options of products and construction methods included in Contract Documents.
4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

## 1.3 Product Substitutions /Submittals

A. Substitution Request Submittal: Requests for substitution will be considered if received within 10 days before bids are due. Requests received later than this may not be considered, at the Owner's and Architect's option. Requests received after this time may be submitted as Voluntary Alternates on the Bid Form for consideration at the discretion of the Owner or the Architect.

1. Submit 3 copies of each request for substitution for consideration through the bedding General Contractor. Submit request in the form and in accordance with procedures required for Change Order proposals.



2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information as appropriate.
  - i. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
  - ii. Samples where applicable or requested.
  - iii. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
  - iv. Coordinate information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate proposed substitution.
  - v. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - vi. Cost information, including a proposal for the net change, if any in the Contract Sum.
  - vii. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
3. Architect's Action: Within one week of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within

2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Architect will notify the Construction Manager of acceptance or rejection of the proposed substitution. If a decision on sue of a proposed substitute cannot be made or obtained within the time allocated, use the product originally specified. Acceptance will be in the form of a Change Order.

#### 1.1 Product Substitutions /Submittals

A. Conditions: The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect. Otherwise requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions t Contract Documents are not required
2. Proposed changes are in keeping with the general intent of Contract Documents
3. The request is timely, fully documented and properly submitted.
4. The request is directly related to an "or equal" clause or similar language in the Contract Documents
5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly to coordinate activities properly.
6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other

construction by the Owner or separate Contractors and similar considerations.

8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
  9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
  10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
  11. Where a proposed substitution involves more than one prime Contractor, each Contractor shall cooperate with the other Contractors involved to coordinate the Work, provide uniformity and consistency and to assure compatibility of products.
- B. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution nor does it constitute approval.

#### **46. Project Closeout**

##### 1.1 Project Closeout/Summary

- A. This Section specifies administrative and procedural requirements for project closeout including but not limited to:
1. Inspection procedures
  2. Project record document submittal
  3. Operating and maintenance manual submittal
  4. Submittal of warranties
  5. Final clearing

- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions – 2 through 16.

## 1.2 Closeout/Substantial Completion

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, the General Contractor shall complete the following: List exceptions in the request.
  - 1. In the Application for Payment that coincides with or first follows the date the Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - i. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction and the reasons the Work is not complete.
  - 2. Advise Owner of pending insurance change-over requirements
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; including occupancy permits, operating certificates and similar releases.
  - 5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey and similar final record information.
  - 6. Deliver tools, spare parts, extra stock, and similar items.
  - 7. Make final change-over permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
  - 8. Complete start-up testing of systems and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups and similar elements.

9. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the General Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the General Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Architect will repeat inspection when requested and assured that the Work has been substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

### 1.3 Closeout/Final Acceptance

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, the General Contractor complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.
4. Submit final meter readings for utilities a measured record of stored fuel and similar data as the date of Substantial Completion or when the Owner took possession of and responsibility for corresponding elements of the Work.
5. Submit consent of surety to final payment.
6. Submit a final liquidated damages settlement statement

7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.
1. Upon completion of re-inspection, the Architect will prepare a certification of final acceptance, or advise the General Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
  2. If necessary, re-inspection will be repeated.
  3. Initial inspections and one inspection of any items noted in the initial inspection shall be completed by the Architect. Any re-inspections required after the first re-inspection shall be provided by the architect at a rate of \$120/hour including travel time, plus all related reimbursable costs and will be charged to the General Contractor. These charges will be deducted from the remaining contract amounts.

#### 1.4 Closeout/Record Document Submittals

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference to the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
  2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
  3. Note related Change Order numbers where applicable.
  4. Organize and record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modification. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Not related record drawing information and Product Date.
1. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
- D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions for the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark up of record drawings and Specifications.
1. Upon completion of mark-up, submit complete set of record Product Data to the Architect for the Owner's Records.
- E. Record Sample Submitted: Immediately prior to the date of Substantial Completion, the Contractor will meet at the site with the Architect and the Owner's personnel to determine which of the submitted Samples

that have been maintained during progress of the Work are to be transmitted to the owner for record purposes. Comply with delivery to the owner's Sample storage area.

- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connections with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the owner's records.
- G. Maintenance manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty, 3-ring, vinyl-covered binders with pocket folders for folded sheet information, mark appropriate identification on front and spine of each binder. Include the following types of information.
  - 1. Operation procedures
  - 2. Emergency instructions/telephone numbers
  - 3. Spare parts list
  - 4. Copies of warranties
  - 5. Wiring diagrams
  - 6. Recommended "turn around" cycles
  - 7. Inspection procedures
  - 8. Shop Drawings and Product Data
  - 9. Fixture lamping schedule

#### 1.5 Closeout/Procedures

- A. Operating and Maintenance Instructions: The Contractor shall arrange for each installer of equipment that requires regular maintenance to meet with the owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representative. Include a detailed review of the following items.



1. Maintenance manuals
2. Record documents
3. Spare parts and materials.
4. Tools
5. Lubricants
6. Fuels
7. Identification systems
8. Control sequences
9. Hazards
10. Cleaning
11. Warranties and bonds
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Start up
2. Shut down
3. Emergency operations
4. Noise and vibration adjustments
5. Safety procedures
6. Economy and efficiency adjustments
7. Effective energy utilization

#### 1.6 Closeout/Final Cleaning

- A. General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in

a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
  - i. Remove labels that are not permanent labels.
  - ii. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
  - iii. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  - iv. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
  - v. Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth even-textured surface.
- C. Pest Control: Engage an experienced exterminator to make a final inspection and rid the Project of rodents, insects and other pests. A written report shall be submitted to the Owner/Architect.
- D. Removal of Protections: Remove temporary protection and facilities installed for protection of the Work during construction.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

1. Where extra materials of value remain after completion of associated work have become the Owner's property, arrange for disposition of these materials as directed.