

A PROJECT OF THE  
PEORIA PARK DISTRICT

**MULTI-PURPOSE MEETING ROOM RENOVATION**  
**PEORIA ZOO**  
2218 N. PROSPECT ROAD  
PEORIA, ILLINOIS

PEORIA PARK DISTRICT  
PEORIA, ILLINOIS



PROJECT # 12-026

PROJECT MANUAL

DATE: MARCH 20, 2013

PACKAGE # \_\_\_\_\_

PROJECT MANUAL INCLUDING SPECIFICATIONS FOR:

**MULTI-PURPOSE MEETING ROOM RENOVATION**  
**PEORIA ZOO**  
2218 N. PROSPECT ROAD  
PEORIA, ILLINOIS

**ARCHITECT:** THOMAS STEEN ASSOCIATES, LTD.  
ATTN: TOM STEEN  
331 FULTON PLAZA  
PEORIA, ILLINOIS 61602  
TELEPHONE: (309) 673-2724

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**OWNER:** PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA,  
PEORIA, ILLINOIS

**TRUSTEES:** TIMOTHY J. CASSIDY, PRESIDENT  
ROGER ALLEN, VICE PRESIDENT  
ROBERT L. JOHNSON, SR.  
JACQUELINE J. PETTY  
JAMES T. HANCOCK  
ROGER ALLEN  
KELLY A. CUMMINGS  
MATTHEW P. RYAN

**PROJECT MANAGER:** BECKY FREDRICKSON  
PLANNING, DESIGN & CONSTRUCTION DIVISION  
BRADLEY PARK EQUIPMENT SERVICE  
1314 N. PARK ROAD  
PEORIA, ILLINOIS 61604  
TELEPHONE: (309) 686-3386

**ADMINISTRATIVE STAFF:** BONNIE W. NOBLE, EXECUTIVE DIRECTOR  
MICHAEL BAIETTO, SUPERINTENDENT OF PARKS  
JANET BUDZYNSKI, SUPERINTENDENT OF FINANCE  
AND ADMINISTRATIVE SERVICES  
BECKY FREDRICKSON, SUPERINTENDENT OF PLANNING,  
DESIGN AND CONSTRUCTION  
CYNDY MCKONE, SUPERINTENDENT OF  
MARKETING/PUBLIC RELATIONS  
DENNIS MANTICK, SUPERINTENDENT OF RECREATION  
AND LEISURE SERVICE  
SHALESSE PIE, SUPERINTENDENT OF HUMAN  
RESOURCES  
BILL ROEDER, SUPERINTENDENT OF RIVERFRONT  
DIVISION  
BRENT WHEELER, SUPERINTENDENT, RIVERPLEX  
RECREATION AND WELLNESS CENTER  
DAVID WHEELER, ADMINISTRATIVE ASSISTANT  
BILL WOOLARD, SUPERINTENDENT OF GOLF

\*\*\*\*\*

Address all communications regarding this work to the Project Manager listed above.

**ADVERTISEMENT FOR BIDS**

Sealed bids will be received by the Peoria Park District, Peoria, Illinois, hereinafter known as the Owner, for the following project:

Multi-Purpose Meeting Room Renovation  
Peoria Zoo  
2218 N. Prospect Road  
Peoria, IL 61603

It is the intent of the Owner to receive Base Bids for the project listed above.

Sealed bids will be received until Wednesday, April 3, 2013 at 11:00 a.m. prevailing time, by the Owner, at the Peoria Park District Administrative Office, Glen Oak Pavilion, 2218 North Prospect Road, Peoria, Illinois, 61603. (The Board Room clock in Glen Oak Pavilion shall be the official time keeping device in respect to the bid submission deadline.)

An electronic file including Bid Documents is available at [www.peoriaparks-planning.org](http://www.peoriaparks-planning.org) at no charge. Bid Documents, including Plans, Specifications and Interpretations for this project may be obtained at the Planning, Design & Construction Department, Bradley Park Equipment Service, 1314 N. Park Road, Peoria, IL 61604. Telephone (309) 686-3386. A non-refundable plan deposit of \$35.00 will be charged for each printed set of Bid Documents.

A list of planholders can be obtained upon request. This information will be available up to twenty-four (24) hours prior to the scheduled bid opening time. **After that deadline, no information pertaining to the project will be given.**

A 10% Bid Bond is required, and is to be included with the Bid Proposal. The successful Bidder will be required to furnish a 100% Performance Bond and a 100% Labor and Materials Payment Bond within ten (10) days of formal Award of Contract.

The general prevailing rate of wage for the Peoria area shall be paid for each craft or type of worker needed to execute this contract or perform this work as required by the State of Illinois Department of Labor. Additionally, it is required that provisions of the Illinois Preference Act, the Illinois Drug Free Workplace Act, and the Substance Abuse Prevention on Public Works Act must be adhered to. Bidders are also advised that contract documents for this project include the non-discrimination, equal opportunity and affirmative action provisions in the Human Rights Act and rules and regulations of the Department of Human Rights. The Peoria Park District is an AA/EEO organization and encourages participation by minority and female-owned firms.

The Peoria Park District reserves the right to reject any or all bids, waive technical deficiencies, informalities or irregularities or rebid any project.

PLEASURE DRIVEWAY AND PARK DISTRICT  
OF PEORIA, ILLINOIS

BY: TIMOTHY J. CASSIDY, President

BY: V. JOYCE MCLEMORE, Secretary

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# SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

## 1. INSTRUCTIONS TO BIDDERS

- A. "Instructions to Bidders", AIA Document A701, 1997 Editions, published by the American Institute of Architects, including revisions adopted before date of this Project Manual, is hereby made part of these specifications with same force and effect as though set forth in full.
- B. The following modifies, changes, deletes from or adds to the **Instructions to Bidders** (AIA Document A701, 1997 Edition). Where any Article of the Instructions to Bidders is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.
- C. Parenthesis ( ) indicates the appropriate section and Subparagraph of the Instructions to Bidders which each paragraph of the Supplementary Instructions to Bidders modifies or refers to.

## 2. PROJECT DESCRIPTION

- A. The Project description generally is as follows:
  - 1. **BASE BID:**

Work shall include, but is not limited to, the renovation of an existing room in the Zoo to a multi-purpose room. This shall involve carpentry, mechanical, plumbing, electrical and finish work.
- B. **PRE-BID MEETING :**
  - 1. A pre-bid meeting will be held at the site (old Zoo entry/gift shop) on Wednesday, March 27, 2013 @ 10 :00 a.m.

## 3. CODES AND PERMITS

- A. **COSTS ASSOCIATED WITH REGULATORY COMPLIANCE.** All Work performed in connection with this Project shall be in compliance with the requirements of all applicable local, state, and federal laws, regulations, and rules, as well as the requirements of the Construction Documents. The Bid Price shall reflect all costs of compliance to those requirements, whether or not specifically stated in the Construction Documents or specific sections of the Project Manual.
- B. **PERMITS/FEES.** Work shall not commence until all required building (and/or other) permits have been secured by the Contractor and copies of these permits submitted to the Owner's Representative. Cost of permits is to be included in the Bid Price.

## 4. BID GUARANTY

The bid must be accompanied by a Bid Guaranty which shall not be less than 10% of the amount of the Bid. At the option of the Bidder, the 10% Guaranty may be a Certified Check, Cashier's Check, or a Bid Bond. The Bid Bond shall be secured by a Guaranty or a Surety Company acceptable to the Owner. No bid will be considered unless it is accompanied by the required Guaranty. Funds must be made payable to the order of the Owner. Cash deposits will not be accepted. The Bid Guaranty shall ensure the execution of the Agreement and the furnishing of the Surety Bond or Bonds by the successful Bidder, all as required by the Contract Documents.

## 5. AWARD OF CONTRACT/REJECTION OF BIDS:

The Contracts will be awarded on the basis of Paragraph 5.3 of the Instructions to Bidders. The Bidders to whom the awards are made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids, to accept any combination of base bids and alternates and to waive any technical deficiencies, informalities, or irregularities in Bids received whenever such rejection or waiver is in its interest.

No bid shall be withdrawn for a period of sixty (60) days after the opening of bids without the consent of the Owner. The failure of the Bidder to submit a Bid Bond, Certified Check or Cashier's Check in the full amount to cover all proposals bid upon shall be sufficient cause for rejection of his bid. The award will be made contingent upon submittal and evaluation of Contractor's Qualification Statement, Bonds, Certificate of Insurance, Contractor Certification(s), including Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors, etc.

## 6. EXECUTION OF AGREEMENT:

Subsequent to the award and within ten (10) days after the prescribed forms are prepared and presented for signature by the Owner's Representative, the successful Bidder shall execute and return to the Owner's Representative an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require. The President of the Board of Trustees will complete execution of Agreement after all bonds and any other required documents have been received by the Park District. One fully executed copy of Agreement will then be returned to Contractor.

## 7. PERFORMANCE BOND/LABOR AND MATERIAL PAYMENT BOND & INSURANCE

- A. **BONDS REQUIRED.** Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within ten (10) calendar days after award of contract, furnish Surety Bonds in penal sums, each not less than the amount of the Contract as awarded as security for the faithful performance of the Contract (Performance Bond), and for the payment (Labor and Materials

Payment Bond) of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services employed or used by him in performing the work.

- B. FORM OF BONDS.** Such bonds shall be in the same form as the samples included in the Project Manual and shall bear the same date as or a date subsequent to that of the Agreement. The current Power of Attorney for the person who signs for any Surety Company shall be attached to such Bonds. Bonds shall be signed by a Guaranty or Surety Company acceptable to the Owner.
- C. COST OF PERFORMANCE BOND/LABOR AND MATERIAL PAYMENT BOND.** All costs for the Performance Bond/Labor and Material Payment Bond shall be included in the submitted Bid Price.
- D. INSURANCE.** Insurance requirements for this project are addressed both in the Supplementary General Conditions and in "Attachment A.6", in the "Exhibits" section of this Project Manual.
  - a) In respect to the property ("builders risk") insurance coverages referenced in the Supplementary General Conditions: the successful Bidder will be required to provide such coverages as the work of the Project will be accomplished by one general/prime contractor(s).
- E. TIME FRAMES.** The successful Bidder shall, within ten (10) days after award of contract by the Board of Trustees, submit Proof of Insurance coverages/Bonds in the form and amounts required to the Owner's Representative. Should the Bidder be unable to provide the required Proof of Insurance(s)/Bonds within the specified ten day period the Owner reserves the right, at its sole discretion, to withdraw its award of contract from that Bidder.

#### **8. DEFAULT**

- A.** The failure of the successful Bidders to execute the Agreement, supply the required Bonds or proof of required insurance coverage(s) within (ten) 10 days after award of contract, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, may constitute a default. In such case, award of contract will be transferred to the second lowest bidder.

#### **9. CONTRACTOR'S QUALIFICATION STATEMENT**

- A.** Contractor's Qualification Statement (AIA Document 305) shall be submitted by low bidder for evaluation prior to award of contract if so requested by the Owner or his representatives.

#### **10. LIST OF SUBCONTRACTORS/PRODUCT & EQUIPMENT SUBSTITUTIONS**

- A.** Each Bidder shall submit a "MAJOR SUBCONTRACTORS LIST" proposed to be used in the execution of the Work. If there will be no subcontractors, the Bidder shall state "No Subcontractors" on this form. The completed form is due with the Bid Proposal.
  - 1) Identify the trade name, address, telephone number, and category of work of each subcontractor.
  - 2) Failure to submit the "Major Subcontractors List" with the Bid Proposal may result in the rejection of the Bid.
  - 3) Delete Subparagraphs (6.3.1.1) and (6.3.1.2) from AIA A701.
- B.** The Bidder, by submission of a signed bid form, agrees to install all products and equipment by brand name or names specified in the Technical Specifications sections of this Project Manual. "Or equal" substitutions will be allowed only if approved in writing prior to the bid opening and listed in the "Substitutions" section of the Bid Form.

#### **11. CONTRACT ADMINISTRATION FORMS/COSTS OF FORMS**

- A. REQUIRED FORMS.** The following AIA forms will be used (AIA forms will be supplied by the Owner if requested, and charged to the Contractor at cost) in the administration of the project:
  - 1) **AIA Document A310:** "Bid Bond", February 1970 edition
  - 2) **AIA Document A305:** "Contractor's Qualification Statement", 1986 edition
  - 3) **AIA Document G702:** "Application and Certificate of Payment", May 1992 edition
  - 4) **AIA Document G703:** "Continuation Sheet", May 1992 edition
- B. OTHER FORMS.** Other contract administration forms (to be provided by the Owner unless otherwise noted) required for use in the Project are:
  - 1) **Major Subcontractors List**
  - 2) **Contractor's Affidavit**
  - 3) **Individual Contractor Form**
  - 4) **Corporate or Partnership Form**
  - 5) **Performance Bond**
  - 6) **Labor and Material Payment Bond**

- 7) **Lien Waiver Forms**
- 8) **Weekly Workforce Report**
- 9) **Certified Payroll Form** (Contractor may use own form)
- 10) **Insurance Forms: As required in Attachment A (at end of Project Manual)** (will not be provided by Owner)
- 11) **Agreement Between Owner and Contractor**

Examples of these forms are included in the Project Manual.

**12. CONSTRUCTION TIME AND LIQUIDATED DAMAGES CLAUSE:**

**2.5.1 PROJECT COMPLETION.** The Agreement will include the following paragraph(s) or language substantially the same, regarding construction time and liquidated damages:

- 1) **LIQUIDATED DAMAGES:** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not Substantially Complete within the time specified below, plus any extensions thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time.
- 2) Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for delay (but not as a penalty) Contractor shall pay Owner TWO HUNDRED AND FIFTY DOLLARS (\$250.00) for each calendar day that expires after fifty-one (51) calendar days from Notice of Award until Substantial Completion is attained. The work is tentatively scheduled to begin on April 11, 2013 and be at Substantial Completion by May 31, 2013.
- 3) After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work necessary to achieve Final Completion within seven (7) calendar days or any proper extension thereof granted by Owner, Contractor shall pay Owner TWO HUNDRED AND FIFTY DOLLARS (\$250.00) for each day that expires after the time specified.
- 4) Owner and Contractor agree that the per day liquidated damage amounts set forth in subparagraphs "2" and "3" of this section constitute a reasonable forecast of the financial losses, actual costs and increased expenses the Owner may incur as a result of delayed Substantial or Final Completion of the Project.

**13. PROJECT MANUAL/PLANS & SITE VISITATION**

- A. A set of Bid Documents may be examined, at no charge, at the office of the Owner's Representative.
- B. **PLAN DEPOSIT.** An electronic file including Bid Documents is available at [www.peoriaparks-planning.org](http://www.peoriaparks-planning.org) at no charge. A printed set of Bid Documents, including Plans, Specifications and Interpretations for this project may be obtained at the Planning, Design & Construction Department, Bradley Park Equipment Service, 1314 N. Park Road, Peoria, IL 61604. Telephone (309)686-3386. A non-refundable plan deposit of \$35.00 will be charged for each printed set of Bid Documents.
- C. **FAMILIARITY WITH BID DOCUMENTS & SITE VISITATION.** Bidders, by submission of their Bids, represent that they have visited the site to acquaint themselves with the local conditions in which the Work is to occur, and that they are familiar with all the requirements of the Project, as defined in the Project Manual and the Plan(s).

**14. OTHER MODIFICATIONS TO AIA-701/OTHER CONDITIONS**

- A. Add the following sentence to (4.1.7): "Bidder shall submit two (2) completed copies of Bid Form and retain one (1) copy for his files."
- B. Delete Section (6.2) - "Owner's Financial Capability"; and last sentence of Paragraph (4.2.1.)
- C. In reference to (7.2.1), the Peoria Park District reserves the right of final approval of bonding companies.
- D. Delete paragraph (7.1.3).

**15. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION/SEXUAL HARASSMENT**

- A. The "Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors Form" and "Workforce Profile" and "Sexual Harassment Policy" shall be filled out and returned with the Bid. Failure to submit a completed "Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors Form" and "Workforce Profile" and "Sexual Harassment Policy" may result in rejection of the bid.
- B. Effective July 1, 1993, every party to a public contract and every party bidding on public contracts is required to have a written "Sexual Harassment Policy" that contains:
  - 1) A definition of sexual harassment under state law;



- 2) A description of sexual harassment utilizing examples;
- 3) A formalized complaint procedure;
- 4) A statement of victim's rights;
- 5) Directions on how to contact the Illinois Department of Human Rights - **Illinois companies**. Out-of-State companies must include directions on how to contact the enforcement agency within their state. Companies that issue a standard policy for all business locations must prepare an addendum providing directions on how to contact the appropriate enforcement agency.
- 6) A recitation that there cannot be any retaliation against employees who elect to file charges.

Recommendation: Your "**Sexual Harassment Policy**" should be drafted in language easy to understand and any revisions should be reviewed by legal counsel. A copy of your policy should be posted in a prominent and accessible location to assure all employees will be notified of the company's position.

**In order to conduct business with the Peoria Park District, you must have a written "Sexual Harassment Policy" that conforms to the new Act.**

**FAILURE TO DO SO WILL DISQUALIFY YOU AS AN ELIGIBLE VENDOR.**

- C. Lowest responsible bidder not meeting the Park District's goal of 12% for minority/women participation, must provide proof of efforts made in contacting an adequate number of minority and women owned firms and/or labor.

#### **16. BID SUBMISSION**

- A. **DATE, TIME & PLACE OF RECEIVING BIDS.** Bids will be received until the date and time listed in the "Advertisement for Bids", at which time they will be publicly opened, read aloud and recorded. The Bid Opening will be held at the place listed in the "Advertisement for Bids".
- B. **REQUIRED ITEMS.** The following items must be included as part of the "BID":
  - 1) Two (2) signed copies of the **BID FORM**. (Retain the third copy for your files.)
  - 2) The **PEORIA PARK DISTRICT CERTIFICATE OF EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE FOR CONTRACTORS AND VENDORS FORM** and **SEXUAL HARASSMENT POLICY**.
  - 3) The **WORKFORCE PROFILE**.
  - 4) The **ILLINOIS DRUG FREE WORKPLACE CERTIFICATION**.
  - 5) The **CONTRACTOR CERTIFICATION** (individual or corporate/partnership).
  - 6) The **LIST OF SUBCONTRACTORS**. (Submit form and state "No Subcontractors" on the form, if none will be used.)
  - 7) The **BID GUARANTY**.
  - 8) The **CERTIFICATION OF SAFETY COMPLIANCE**.
  - 9) **SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**
- C. **BID SUBMISSION.** The "BID" shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the following information, in order to prevent premature opening of the bid:
  - "PROPOSAL"
  - NAME OF PROJECT
  - NAME OF BIDDER
  - DATE/TIME OF BID OPENING

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Bid From: \_\_\_\_\_

PROJECT NO. 12-026  
BID FOR: MULTI-PURPOSE MEETING ROOM  
RENOVATION  
LOCATION: PEORIA ZOO

**BID FORM**

BID TO: PEORIA PARK DISTRICT

UNDERSIGNED:

1. Acknowledges receipt of:
  - A. Project Manual and Drawings for:  
Multi-Purpose Meeting Room Renovation – Peoria Zoo
  - B. Addenda: No. \_\_\_\_\_ through No. \_\_\_\_\_
2. Has examined facility and the bid documents and shall be responsible for performing work specifically required of him by all parts of bidding documents including specifications for entire project, even though such work may be included as related requirements specified in other divisions or sections.
3. And agrees to enter into and execute Contract with Owner, if awarded on basis of this bid, and to:
  - A. Furnish Bonds and Insurance required by the Bidding & Contract Documents.
  - B. Accomplish work in accord with Contract.
  - C. Complete work within specified Contract time.
4. **CONTRACT TIME:** Contractor agrees to Substantially Complete ALL WORK as required by the Contract Documents per the Supplementary General Conditions and Supplementary Instructions to Bidders.
5. **BASE BIDS:**
  - A. Base Bid:  
Bidder agrees to perform all building and site work, as set forth in the Project Manual and Drawings for the sum of:  
  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_\_\_)
6. **PROPOSED SUBSTITUTION LIST:**  
Base Bid(s) and Alternates are understood to include only those product brands, items, and elements which are specified in the Bid Documents. The following is a list of substitute products, equipment or methods of construction which the Bidder proposes to furnish on this project, with difference in price being added or deducted from Base Bid(s).  
  
Bidder understands that acceptance of any proposed substitution which has not been approved as an "equal" to the product brand, item, or element specified prior to bid opening is at Owner's option. Approval or rejection of any substitutions listed below will be indicated before executing Contract.

Bid From: \_\_\_\_\_

PROJECT NO. 12-026  
BID FOR: MULTI-PURPOSE MEETING ROOM  
RENOVATION  
LOCATION: PEORIA ZOO

<u>ITEM</u>	<u>ADD</u>	<u>DEDUCT</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

7. **BIDDERS CHECKLIST:**

Did you visit the site?	Yes	No
Is Bid Security enclosed? (If applicable)	Yes	No
Is Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors and Sexual Harassment Policy enclosed?	Yes	No
Is Workforce Profile enclosed?	Yes	No
Is List of Subcontractors enclosed?	Yes	No
Is Contractor Certification enclosed?	Yes	No
Is Ill. Drug Free Workplace Certification enclosed?	Yes	No
Is Certificate of Safety Compliance enclosed?	Yes	No
Is Substance Abuse Prevention Program Certification enclosed?	Yes	No

8. **BIDDER INFORMATION:**

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

Bid From: \_\_\_\_\_

PROJECT NO. 12-026  
BID FOR: MULTI-PURPOSE MEETING ROOM  
RENOVATION  
LOCATION: PEORIA ZOO

BY: \_\_\_\_\_  
(Signature of Authorized Official)

TITLE: \_\_\_\_\_

BIDDER'S SEAL

WITNESS: \_\_\_\_\_

END OF BID FORM



**Peoria Park District**  
**Certificate of Equal Employment Opportunity Compliance**  
**for**  
**Contractors and Vendors**

Office Use Only: Approved: _____ Date: _____
--

Disclosure of the information requested in this form is required by the Peoria Park District. Failure to properly complete and sign this form will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid.

As part of the Company's commitment to equal employment opportunity practices, this company does the following:

- Recruits, trains, upgrades, promotes and disciplines persons without regard to race, color, sex, religion, national origin, veteran status, age, mental or physical ability.
- Notifies all recruitment sources that all qualified applicants will be considered for employment without regard to race, color, sex, religion, national origin, veteran status, age, mental or physical ability.
- When advertising is used, specifies that all qualified applicants will be considered for employment without regard to race, color, sex, religion, national origin, veteran status, age, mental or physical ability.
- Notifies all labor organizations which furnish this company with any skilled or non-skilled labor of the Company's responsibility to comply with the equal employment opportunity requirements required in all contracts by the Peoria Park District.
- Notifies all of its sub-contractors of their obligation to comply with the equal employment opportunity requirements required in all contracts by the Peoria Park District.
- Has an affirmative action program that assures the company's fair employment practices are understood and carried out by all of its managerial, administrative and supervisory personnel.

Is the Company a minority/woman owned business (MBE/WBE)?  YES  NO

The Company does not discriminate against any employees or applicants for employment because of race, color, religion, sex, national origin, veteran status, age, mental or physical ability.

The Company does not maintain segregated facilities for any of its employees on the basis of race, religion, color, national origin, because of habit, local custom, or otherwise.

By signing this form, the Company attests that it complies with all statements listed above as part of the Company's commitment to equal employment opportunity practices. The Company further agrees that it has completed the attached Workforce Profile Sheet truthfully, to the best of its knowledge.

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Company Address

\_\_\_\_\_  
 Signature of Company Official

\_\_\_\_\_  
 Name / Title

\_\_\_\_\_  
 Telephone Number & Fax Number

\_\_\_\_\_  
 Email Address



### WORKFORCE PROFILE - FULL TIME ONLY

Job Classifications	Total Employees		Black		Hispanic		Native American		Asian		Veteran		Disabled	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1. Officials, Managers, Supervisors														
2. Professionals														
3. Technicians														
4. Sales														
5. Office/Clerical														
6. White Collar Trainees:														
7. Skilled Crafts:														
8. Apprentices:														
9. On-the-job Trainees:														
10. Semi-skilled														
11. Service Workers														
12. Unskilled														
<b>TOTALS</b>														

# WORKFORCE PROFILE INSTRUCTIONS

## RACE/ETHNIC IDENTIFICATION

WHITE (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

HISPANIC: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

ASIAN or PACIFIC ISLANDER: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

NATIVE AMERICAN or ALASKAN NATIVE: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

## DESCRIPTION OF JOB CLASSIFICATIONS

OFFICIALS, MANAGERS, AND SUPERVISORS - Occupations requiring administrative personnel who set broad policies, and exercise over-all responsibility for the execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers/superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

PROFESSIONALS - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants/auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, and kindred workers.

TECHNICIANS - Occupations requiring combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: drafters, engineering aids, junior engineers, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic physical sciences), and kindred workers.

SALES WORKERS - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents/salespersons, insurance agents/brokers, real estate agents/brokers, stock and bond salespersons, demonstrators, salespersons and sales clerks, and kindred workers.

OFFICE AND CLERICAL WORKERS - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office couriers, office machine operators, shipping and receiving clerks, stenographers, typist and secretaries, telegraph and telephone operators, and kindred workers.

WHITE COLLAR TRAINEES - Persons engaged in formal training for official, managerial, professional, technical, sales, office and clerical occupations.

SKILLED CRAFTS - Manual worker of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.



APPRENTICES - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

ON-THE-JOB TRAINEES - Persons engaged in formal training for craftsmen when not trained under apprentice programs; semi-skilled, unskilled and service occupations.

SEMI-SKILLED WORKERS - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

SERVICE WORKERS - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, fire fighters, guards, watchmen and doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, and kindred workers.

UNSKILLED WORKERS - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgement. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing loading and pulling operations, and kindred workers.

## **PLEASE BE ADVISED!**

Every party to a public contract and every party bidding on public contracts are required to have a written sexual harassment policy that contains:

- (1) a definition of sexual harassment under state law;
- (2) a description of sexual harassment utilizing examples;
- (3) a formalized complaint procedure;
- (4) a statement of victims rights;
- (5) directions on how to contact the Illinois Department of Human Rights – **Illinois companies.** **Out-of-State companies must include directions on how to contact the enforcement agency within their state.** Companies that issue a standard policy for all business locations must prepare an addendum providing directions on how to contact the appropriate enforcement agency.
- (6) a recitation that there cannot be any retaliation against employees who elect to file charges.

**Recommendation:** Your sexual harassment policy should be drafted in language easy to understand and any revisions should be reviewed by legal counsel. A copy of your policy should be posted in a prominent and accessible location to assure all employees will be notified of the company's position.

**In order to conduct business with the PEORIA PARK DISTRICT, you must have a written sexual harassment policy that conforms to the new ACT.**

**FAILURE TO DO SO  
WILL DISQUALIFY YOU AS AN ELIGIBLE VENDOR!!!**

*Please be advised, effective July 1, 1993, Governor Jim Edgar established under Executive Order Number 7 (Public Act 87-1257) that every party to a public contract and every party bidding on a public contract within the State of Illinois must have a written policy statement prohibiting sexual harassment. The following model policy statement is a draft copy provided for use in formulating your company's policy statement*

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### **SEXUAL HARASSMENT POLICY STATEMENT**

It is the responsibility of each individual employee to refrain from sexual harassment and it is the right of each individual employee to work in an environment free from sexual harassment.

#### **DEFINITION OF SEXUAL HARASSMENT**

According to the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decision(s) affecting such individual; or
3. such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights act of 1964, as amended in 1991. One such example is a case where a qualified individual is denied employment opportunities and benefits that are, instead, awarded to another individual who submits (voluntarily or under duress) to sexual advances or sexual favors. Another example is where an individual is subjected to unwelcome sexual conduct in order to receive an employment opportunity.

**D R A F T**

Other conduct commonly considered to be sexual harassment includes:

- ⇒ Verbal: Sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statement about other employees, even outside of their presence, of a sexual nature.
- ⇒ Non-Verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- ⇒ Visual: Posters, signs, pin-ups, slogans of a sexual nature.
- ⇒ Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse or actual assault.

Sexual harassment most frequently involves a man harassing a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

The most severe and overt forms of sexual harassment are easier to determine; however, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation. The trend in the courts is to assess sexual harassment by a standard of what would offend a "reasonable woman" or a "reasonable man", depending upon the gender of the alleged victim.

An example of the most subtle form of sexual harassment is the use of endearments. The use of terms such as "honey", "darling", and "sweetheart" is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace:

- ⇒ “That’s an attractive dress you have on.”
- ⇒ “That’s an attractive dress. It really looks good on you.”
- ⇒ “That’s an attractive dress. You really fill it out well.”

The first statement appears to be simply a compliment. The last is most likely to be perceived as sexual harassment depending on individual perceptions and values. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach, or to err on the side of caution.

**RESPONSIBILITY OF INDIVIDUAL EMPLOYEES**

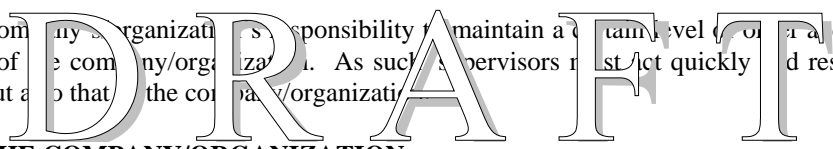
Each individual employee has the responsibility to refrain from sexual harassment in the workplace. An individual employee who harasses a fellow worker is, of course, liable for his or her individual conduct. The harassing employee will be subject to disciplinary action up to and including discharge in accordance with company/organization policy or a collective bargaining agreement, as appropriate.

**RESPONSIBILITY OF SUPERVISORY PERSONNEL**

Each supervisor is responsible for maintaining a workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct.

The courts have found companies/organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with a company/organization, such as a contractor, customer, sales representative, or repair person).

Liability is based either on a company/organization's responsibility to maintain a certain level of order and discipline, or on the supervisor acting as an agent of the company/organization. As such, supervisors must act quickly and responsibly, not only to minimize their own liability, but also that of the company/organization.



**RESOLUTION OUTSIDE THE COMPANY/ORGANIZATION**

It is hoped that most sexual harassment complaints and incidents can be resolved within a company/organization. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the U.S. Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with EEOC must be filed within 300 days.

***Illinois Department of Human Rights***  
(217) 785-5100 – Springfield  
(217) 785-5125 – TDD Springfield  
(312) 814-6200 – Chicago  
(312) 263-1579 – TDD Chicago

***Illinois Human Rights Commission***  
(217) 785-4350 – Springfield  
(217) 785-5125 – TDD Springfield  
(312) 814-6269 – Chicago  
(312) 814-4760 – TDD Chicago

***U.S. Equal Employment Opportunity Commission***  
(312) 353-2613 – Chicago District Office  
(800) 669-4000 – Toll Free Within State of Illinois  
(800) 669-6820 – TDD Chicago

An employee who is suddenly transferred to a lower paying job or passed for promotion, after filing a complaint with IDHR or EEOC, may file a retaliation charge, also due 180 days (IDHR) or 300 days (EEOC) from the alleged retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges of assault and battery.

**FALSE AND FRIVOLOUS COMPLAINTS**

False and frivolous charges refer to cases where the accuser is using a sexual complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.



## ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

The undersigned Contractor/Vendor hereby certifies that it will comply with all provisions of the Illinois Drug Free Workplace Act of 1991.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Contractor/Vendor

\_\_\_\_\_

By: \_\_\_\_\_



## SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

The Substance Abuse Prevention on Public Works Act Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative Date

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place, for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative Date



## CERTIFICATION OF SAFETY COMPLIANCE

The undersigned Contractor/Vendor hereby certify that they and their sub-contractors will comply with any and all prevailing occupational safety and health standards including, but not limited to the following: hazard communication, hearing conservation, respirator use, permit required confined space entry, scaffolding, personal protective equipment, ladder usage, ventilation, flammable and combustible liquids handling and storage and lockout/tagout. Such compliance may include a training component or require a written program of compliance.

Dated this day of \_\_\_\_\_, 20 \_\_\_\_\_.

CONTRACTOR/VENDOR: \_\_\_\_\_

By: \_\_\_\_\_



**PLEASURE DRIVEWAY AND PARK DISTRICT  
OF PEORIA, ILLINOIS**

Individual Contractor Form

**CONTRACTOR CERTIFICATION**

I, \_\_\_\_\_, do hereby certify that I am a contractor who has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, Illinois Compiled Statutes 720 ILCS 5/33E-3 and 5/33E-4.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_\_\_

**PLEASURE DRIVEWAY AND PARK DISTRICT  
OF PEORIA, ILLINOIS**

Corporate or Partnership Contractor Form

**CONTRACTOR CERTIFICATION**

I, \_\_\_\_\_, a duly authorized agent of  
(Agent)

\_\_\_\_\_, do hereby certify that neither  
(Contractor)

\_\_\_\_\_, nor any individual presently  
(Contractor)

affiliated with \_\_\_\_\_, has been barred from  
(Contractor)

bidding on a public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, Illinois Compiled Statutes, 720 ILCS 5/33E-3 and 5/33E-4.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_\_\_

**MAJOR SUBCONTRACTORS LIST**

The following tabulation of Major Subcontractors shall be attached and made a condition of the Bid. The Bidder expressly understands and agrees to the following provisions:

- A. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below.
- B. The following list includes all subcontractors who will perform work representing 5% (five percent) or more of the total Base Bid.
- C. The subcontractors listed below are financially responsible and are qualified to perform the work required.
- D. The subcontractors listed below comply with the requirements of the Contract Documents.
- E. Any substitutions in the subcontractors listed below shall be requested in writing by the Contractor and must be approved in writing by the Owner. No sub-subcontractors will be allowed unless specifically stated on the form. All pertinent financial, performance, insurance and other applicable information shall be submitted with the request for substitution(s). Owner shall respond to such requests within 14 calendar days following the submission of all necessary information to the full satisfaction of the Owner.
- F. Failure to submit the list of Major Subcontractors as stated herein shall constitute a material variation from the Invitation to Bid; and any such Bid may be rejected by the Owner.

Subcontractor Name	Address	Telephone	Area of Work	Minority/Women Owned Business (Yes/No)

(Attach additional sheets if required)

END OF MAJOR SUBCONTRACTORS FORM

**Directory of Minority & Women Owned Business Enterprises**  
**Compiled with Information from**  
**City of Peoria Equal Opportunity Office**  
**Peoria Housing Authority**  
**Peoria Park District**

**Revised 9/12**

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<b>Adams Septic &amp; Sewer Services, Inc.</b> Michelle Adams	Septic and Sewer Contractor WBE 1641 N. Tiber Ridge Ct., East Peoria, IL 61611	(309) 691-6113
<b>AFE Construction, Inc.</b> Monica Arbuckle	General Contractor WBE P.O. Box 199, Mackinaw, IL 61755	(309) 303-7065 (866) 491-2209 (Fax)
<b>A &amp; L Salvage, Inc.</b> Archie Brown	Clean Up, Tree Cutting & Removal, Truck Salvaging MBE 824 W. Brons Peoria, IL 61604	(309) 682-4412
<b>Alexander Brothers Construction Co.</b> Allester Alexander	Concrete, Demolition, Excavation, Landscaping MBE P.O. Box 1508, Peoria, IL 61605	(309) 673-6768
<b>Ambri Inc.</b> Robert J. Hunt. Jr.	Drywall, Flooring, Painting, Cabinetry MBE 9101 S. Nashville Ave., Oak Lawn, IL 60453	(708) 233-0217 (Phone and Fax)
<b>Atherton, P.A.</b> Patricia Atherton	Asphalt, Concrete, Demolition, Excavation WBE 57 Eichorn Road, Spring Bay, IL 61611	(309) 822-8575 (309) 822-8782 (Fax)
<b>BJB Enterprises, Inc.</b> Jim Bryant	Concrete, Demolition, Excavation, General, Landscaping, Trucking/Hauling MBE 1220 SW Washington St., Peoria, IL 61602	(309) 671-4415 (309) 673-4308 (Fax)
<b>Braun Excavating, Inc.</b> Teresa Braun	Demolition, Digging of Footings, Excavation, Pipe Laying WBE 24 Gulf Stream Bartonville, IL 61607	(309) 697-5454 (309) 697-6567 (Fax)
<b>Brown, Leo Trucking, Inc.</b> Leo Brown	Trucking/Hauling MBE P. O. Box 9057, Peoria, IL 61612	(309) 685-6710 (309) 685-0759 (Fax)
<b>Buddy's Landscaping</b> Dexter Davis	Landscaping MBE P. O. Box 1836, Bloomington, IL 61702	(309) 824-9211 (309) 454-3342 (Fax)
<b>Central Landscaping</b>	Landscaping WBE 12512 Mendell Rd., Princeville, IL 61559	(309) 385-4832 (309) 385-2644 (Fax)
<b>CJL Landscaping, Inc.</b> Rebecca J. Kelch	Landscaping WBE 10902 W. U. S. Highway 150, Brimfield, IL 61517	(309) 691-9200 (309) 691-5131 (Fax)
<b>Clean Sweep Lead Abatement</b> Ricky Walker	Lead-Based Paint Removal MBE 4014 Brighton Peoria, IL 61615	(309) 689-1146
<b>Cordova Construction</b> Tina Christopher	Concrete Removal, Curb & Gutter Removal, Sidewalk Removal WBE 2424 N. Ellory Road, Peoria, IL 61615	(309) 674-8810
<b>Cornerstone Builders &amp; Developers</b> Ron Touilly	WBE 6129 W. Southport Rd., Peoria, IL 61615	(309) 674-9000 (309) 673-7783 (Fax)
<b>CSS (Construction Specialties &amp; Services)</b> Dave Suzuki	Building Specialties, Design, Engineering, Estimating MBE P. O. Box 120703 Peoria, IL 61614	(309) 685-8453
<b>Davis Brothers Construction Company</b> Russell Davis	Trucking/Hauling MBE 1522 W. Kettelle St. Peoria, IL 61605	(309) 683-6931
<b>DECA Realty</b> Eddie J. Washington	Real Estate Broker, Appraiser MBE 417 W. Main, Peoria, IL 61606	(309) 637-3322 (309) 682-3922 (Fax)
<b>Dunbar Transfer</b>	Trucking WBE P.O. Box 315, Chillicothe, IL 61523-0315	(309) 303-5122 brendunbar@frontier.com

<b>E &amp; D Trucking and Hauling, Inc.</b> Eddie Proctor	Trucking/Hauling MBE 1913 N. Idaho, Peoria, IL 61604	(309) 682-4336 (309) 251-6736 (Cell)
<b>Elegant Installations</b> James Barrett	Installation/sales custom drapery, blinds, shade, shutters MBE 125 E. Elaine, Peoria, IL 61614	(309) 648-8118 (309)693-0007 (Fax)
<b>Fashion Floors, Inc.</b> Yvonne Hand	Floorcoverings WBE 930 S. 2 <sup>nd</sup> Street, Suite B, Pekin, IL 61554	(309) 353-8272 (309) 347-1109 (Fax)
<b>Fuhrmann Engineering Inc.</b> Kathy Shelter	Civil Engineers / Land Surveyors WBE 456 Fulton St., Suite 146	(309) 713-3498 Ext. 5
<b>Flessner Electric</b>	Electrical 3600 S. Cameron Ln., Mapleton, IL 61547	(309) 697-2484
<b>G&amp;L Trucking &amp; Construction</b>	WBE 1113 W. Groveland Ave., Peoria, IL 61604	(309) 686-9334
<b>Garza Heating &amp; Cooling</b>	1304 S. Western Ave., Peoria, IL 61605	(309) 645-6294
<b>Ronald A. Givens &amp; Associates</b> Ronald A. Givens	Insurance & Investments MBE 2616 N. Lehman, Peoria, IL 61602	(309) 685-4588 (309) 676-3152 (Fax)
<b>Gutters &amp; More</b>	WBE 157 Thunderbird Ln., East Peoria, IL 61611	(309) 694-4000 (309) 694-3356 (Fax)
<b>Hancock Trucking, Inc.</b> Nancy Hancock	Trucking/Hauling WBE 30570 Hancock Road Mackinaw, IL 61755	(309) 447-6733
<b>Hanley Steel, Inc.</b> Jill Hanley	Fabricated structural and miscellaneous steel WBE 8811 N. Industrial Rd., Peoria, IL 61615	(309) 692-5250 (309) 692-5251 (Fax)
<b>Heart Technologies</b> Jim Bainter Brad Armstrong	Data and Telephone, Communication and Construction WBE 3105 N. Main Street, Peoria, IL 61611	(309) 427-7000 (309) 427-7007 (Fax)
<b>Hermann &amp; Associates</b> Alisha Hermann	WBE 5835 N. Galena Rd., Peoria, IL 61614	(309) 687-5566 (309) 687-0571 (Fax)
<b>Horan Construction, Inc.</b> Susan Arnholt	Carpentry, Concrete, Demolition, General, Wrecking WBE 1720 W. Chanute Road Peoria, IL 61615	(309) 691-3133 (309) 691-1841 (Fax)
<b>Intech Innovations</b> John McCrary	Audio/Video Design and Integration WBE Washington, IL 61571	(309) 370-6676 (309) 745-9691 (Fax)
<b>J Construction</b> Frank Coates	General MBE 1810 Stever, Peoria, IL 61605	(309) 303-3919 (Cell)
<b>J. D. Masonry Services</b> Hurdestine Dabbs	Concrete M/WBE 907 E. Arcadia, Peoria, IL 61603	(309) 453-6533 (Cell)
<b>J&amp;J Manufacturing</b>	110 W. Walnut, Chillicothe, IL 61523	(209) 274-3141
<b>J &amp; J Construction</b> Herman Johnson	Demolition, Excavation MBE 1710 W. Garden Street, Peoria, IL 61605	(309) 673-8616 (309) 676-8292 (Fax)
<b>J &amp; K Construction</b> James Tilman	General MBE 4003 N. Rochelle, Peoria, IL 61615	(309) 685-8554 (309) 685-8554 (Fax)
<b>JM Industrial Supply</b> Ron Given	Maintenance Items, Tools, Soaps MBE 2323 Lakeshore, Pekin, IL 61554	(309) 346-5796 (309) 347-5100
<b>Kahbeah Contracting &amp; Trucking</b> Larry Kahbeah	Trucking/Hauling MBE 510 N. Yates, P. O. Box 56, Tallula, IL 62688	(217) 634-4157 (217) 634-4157 (Fax)
<b>LNR Construction &amp; Trucking</b> Demonte Davis	Concrete, Trucking MBE 2200 Linsley St., Peoria, IL 61604	(309) 682-6331
<b>LV Enterprise</b> John L. Palmer	Trucking/Hauling MBE 303 E. Archer Avenue, Peoria, IL 61603	(309) 657-2420 (309) 682-8872 (Fax)

<b>M &amp; A Plumbing</b> Michael Abner	Plumbing MBE 6216 N. Devonshire Avenue, Peoria, IL 61615	(309) 689-0133 (309) 689-0133 (Fax)
<b>M&amp;K Heating &amp; Cooling</b> Reggie Williams	HVAC MBE 2406 W. Newman Parkway, Peoria, IL 61604	(309) 256-6129
<b>M &amp; L Plumbing</b> Manzell Lawson	Plumbing MBE 1309 W. Lincoln, Peoria, IL 61605	(309) 674-8466
<b>Midwest Construction Services</b> Sheila Shover	Traffic Control Products, Trucking/Hauling M/WBE P. O. Box 4185, Bartonville, IL 61607	(309) 697-1000 (309) 697-1004 (Fax)
<b>Ordaz Construction Co. Inc.</b> Elizabeth Ordaz Mercer	Concrete 8010 N. Sommer St., Peoria, IL 61615	(309) 693-3338 (309) 693-5505 (Fax)
<b>Pendleton Excavating</b> Darold Pendleton	Excavation, Sand & Gravel MBE 1207 W. MacQueen Peoria, IL 61605	(309) 685-9133 (309) 685-9133 (Fax)
<b>Porter, V. L.</b> Vincent Porter	Concrete, General MBE 500 W. North, Suite 10, Springfield, IL 62704	(217) 744-8050
<b>RTM Concrete Construction</b> Morris Stokes	Concrete MBE 2207 W. Wiswall, Peoria, IL 61605	(309) 637-4237
<b>N. E. Rudd Trucking</b> Nanette Jenkins-Rudd	Trucking/Hauling WBE P.O. Box 14, 107 Washington St., Kingston Mines, IL 61539	(309) 389-4150 (309) 389-2849 (Fax)
<b>Rufus Construction Company</b> Rufus Nelson	Painting, Roofing, Remodeling MBE 1819 S. Idaho Street, Peoria, IL 61605	(309) 673-6776 (309) 497-9453 (Cell)
<b>Searle Trucking, Inc.</b> Debbie Searle	Trucking/Hauling WBE P. O. Box 1084, Peoria, IL 61653	(309) 686-0708 (309) 688-5365 (Fax)
<b>Sherwin Baker &amp; Associates, Inc.</b> Sherwin Baker	Construction Management, Consulting, Engineering, Technical Services MBE 103 E. Archer, Peoria, IL 61603	(309) 688-4203 (309) 688-4203 (Fax)
<b>Smeltz, V.</b>	Excavation MBE P. O. Box 64, Washington, IL 61571	
<b>Tabitha Ventures, Inc.</b> Edward O. Taiwo	Asphalt, Concrete, Demolition, Earthwork, Electrical, Excavation, General, HVAC, Landscaping, Painting, Plumbing, Resurfacing, Roofing, Trucking/Hauling MBE, 2000 W. Pioneer Parkway, Suite 7B, Peoria, IL 61615	(309) 692-1473 (309) 692-1564 (Fax)
<b>The Communication Connection</b> Jennifer Stone	Communication, Wire and Cable, Electrical and Telephone Products WBE 604 Filmore Street Harrisburg, PA 17104	(717) 561-7267
<b>Three Cross Development</b> J. T. Donelson	Concrete, General, Sidewalk MBE 1519 W. Millman Peoria, IL 61605	(309) 637-1238
<b>Tilman Electric</b> James Tilman	Electrical MBE 4003 N. Rochelle, Peoria, IL 61615	(309) 685-8554 (309) 264-3903 (Cell)
<b>Whitaker Construction</b> Lionel Whitaker	Concrete, General, Curb & Gutter, Sidewalk MBE 4010 N. Marbleway Dr., Peoria, IL 61615	(309) 682-9305 (309) 208-0476 (Cell)
<b>Wiegand &amp; Storrer</b> Leslie Savant	Excavation, Sewer WBE 3210 E. Washington Road, East Peoria, IL 61611	(309) 699-6457 (309) 699-9660 (Fax)

# Peoria County Prevailing Wage for March 2013

(See explanation of column headings at bottom of wages)

Trade Name Trng	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
ASBESTOS ABT-GEN 0.800		BLD		25.970	27.470	1.5	1.5	2.0	7.700	12.95	0.000
ASBESTOS ABT-GEN 0.850		HWY		28.750	30.000	1.5	1.5	2.0	7.700	13.95	0.000
ASBESTOS ABT-MEC 0.720		BLD		31.840	34.340	1.5	1.5	2.0	10.82	10.66	0.000
BOILERMAKER 0.300		BLD		35.010	38.010	2.0	2.0	2.0	7.070	13.83	0.000
BRICK MASON 0.560		BLD		32.060	33.560	1.5	1.5	2.0	7.700	9.130	0.000
CARPENTER 0.520		BLD		29.330	31.580	1.5	1.5	2.0	7.450	13.66	0.000
CARPENTER 0.520		HWY		30.820	33.070	1.5	1.5	2.0	7.450	13.94	0.000
CEMENT MASON 0.500		BLD		27.090	28.840	1.5	1.5	2.0	8.140	13.55	0.000
CEMENT MASON 0.500		HWY		28.280	29.780	1.5	1.5	2.0	8.140	13.93	0.000
CERAMIC TILE FNSHER 0.550		BLD		29.750	0.000	1.5	1.5	2.0	7.700	9.130	0.000
ELECTRIC PWR EQMT OP 0.270		ALL		35.440	0.000	1.5	1.5	2.0	5.000	10.98	0.000
ELECTRIC PWR GRNDMAN 0.180		ALL		24.320	0.000	1.5	1.5	2.0	5.000	7.540	0.000
ELECTRIC PWR LINEMAN 0.300		ALL		39.370	41.910	1.5	1.5	2.0	5.000	12.20	0.000
ELECTRIC PWR TRK DRV 0.190		ALL		25.510	0.000	1.5	1.5	2.0	5.000	7.920	0.000
ELECTRICIAN 0.400		BLD		34.820	37.320	1.5	1.5	2.0	5.350	10.08	0.000
ELECTRONIC SYS TECH 0.400		BLD		27.430	29.180	1.5	1.5	2.0	5.350	9.320	0.000
ELEVATOR CONSTRUCTOR 0.600		BLD		40.520	45.585	2.0	2.0	2.0	11.88	12.71	3.240
GLAZIER 1.250		BLD		30.770	32.770	1.5	1.5	2.0	9.700	7.700	0.000
HT/FROST INSULATOR 0.720		BLD		42.450	44.950	1.5	1.5	2.0	10.82	11.86	0.000
IRON WORKER 0.440		BLD		30.330	32.230	1.5	1.5	2.0	9.390	11.56	0.000
IRON WORKER 0.390		HWY		34.020	36.020	1.5	1.5	2.0	9.390	11.56	0.000
LABORER 0.800		BLD		24.970	26.470	1.5	1.5	2.0	7.700	12.95	0.000
LABORER 0.800		HWY		28.000	29.250	1.5	1.5	2.0	7.700	13.95	0.000
LABORER, SKILLED 0.800		BLD		25.370	26.870	1.5	1.5	2.0	7.700	12.95	0.000
LABORER, SKILLED 0.800		HWY		28.300	29.550	1.5	1.5	2.0	7.700	13.95	0.000
LATHER 0.520		BLD		29.330	31.580	1.5	1.5	2.0	7.450	13.66	0.000
MACHINERY MOVER 0.390		HWY		34.020	36.020	1.5	1.5	2.0	9.390	11.56	0.000
MACHINIST 0.000		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850
MARBLE FINISHERS 0.550		BLD		29.750	0.000	1.5	1.5	2.0	7.700	9.130	0.000
MARBLE MASON 0.550		BLD		31.510	32.760	1.5	1.5	2.0	7.700	9.130	0.000
MILLWRIGHT 0.520		BLD		30.240	32.490	1.5	1.5	2.0	7.450	13.09	0.000
MILLWRIGHT 0.520		HWY		31.820	34.070	1.5	1.5	2.0	7.450	13.44	0.000
OPERATING ENGINEER 2.600		BLD	1	35.000	38.000	1.5	1.5	2.0	9.000	12.50	0.000
OPERATING ENGINEER 2.600		BLD	2	32.490	38.000	1.5	1.5	2.0	9.000	12.50	0.000

Peoria County Prevailing Wage for March 2013

OPERATING ENGINEER 2.600	BLD 3	28.560	38.000	1.5	1.5	2.0	9.000	12.50	0.000
OPERATING ENGINEER 2.600	HWY 1	35.000	38.000	1.5	1.5	2.0	9.000	12.50	0.000
OPERATING ENGINEER 2.600	HWY 2	32.490	38.000	1.5	1.5	2.0	9.000	12.50	0.000
OPERATING ENGINEER 2.600	HWY 3	28.340	38.000	1.5	1.5	2.0	9.000	12.50	0.000
PAINTER 1.250	ALL	32.900	34.900	1.5	1.5	1.5	9.650	8.200	0.000
PAINTER SIGNS 0.000	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000
PILEDRIIVER 0.520	BLD	29.830	32.080	1.5	1.5	2.0	7.450	13.66	0.000
PILEDRIIVER 0.520	HWY	31.820	34.070	1.5	1.5	2.0	7.450	13.94	0.000
PIPEFITTER 1.010	BLD	36.500	40.520	1.5	1.5	2.0	7.000	11.63	0.000
PLASTERER 0.600	BLD	27.770	28.770	1.5	1.5	2.0	8.140	12.76	0.000
PLUMBER 0.900	BLD	33.570	36.590	1.5	1.5	2.0	7.000	13.31	0.000
ROOFER 0.250	BLD	28.580	30.010	1.5	1.5	2.0	8.450	7.220	0.000
SHEETMETAL WORKER 0.660	BLD	31.920	33.520	1.5	1.5	2.0	7.270	13.08	0.000
SIGN HANGER 0.390	HWY	34.020	36.020	1.5	1.5	2.0	9.390	11.56	0.000
SPRINKLER FITTER 0.450	BLD	36.390	39.140	1.5	1.5	2.0	8.420	8.500	0.000
STEEL ERECTOR 0.390	HWY	34.020	36.020	1.5	1.5	2.0	9.390	11.56	0.000
STONE MASON 0.560	BLD	32.060	33.560	1.5	1.5	2.0	7.700	9.130	0.000
TERRAZZO FINISHER 0.550	BLD	29.750	0.000	1.5	1.5	2.0	7.700	9.130	0.000
TERRAZZO MASON 0.550	BLD	31.510	32.760	1.5	1.5	2.0	7.700	9.130	0.000
TILE MASON 0.550	BLD	31.510	32.760	1.5	1.5	2.0	7.700	9.130	0.000
TRUCK DRIVER 0.250	ALL 1	31.230	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	ALL 2	31.680	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	ALL 3	31.890	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	ALL 4	32.180	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	ALL 5	33.020	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	O&C 1	24.980	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	O&C 2	25.340	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	O&C 3	25.510	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	O&C 4	25.740	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	O&C 5	26.420	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TUCKPOINTER 0.560	BLD	32.060	33.560	1.5	1.5	2.0	7.700	9.130	0.000

Legend: RG (Region)  
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.  
 OSA (Overtime (OT) is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations



PEORIA COUNTY

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

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: cutting & acetylene torch, gunnite nozzlelemen, gunnite pump men & pots, kettlemen & carriers of men handling hot stuff, sandblaster nozzle men, sandblasting pump men & pots, setting up and using concrete burning bars, wood block setters, underpinning & shoring of existing buildings, and the unloading and handling of all material coated with creosote.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy & highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: jackhammer & drill operator, gunite pump & pot man, puddlers, vibrator men, wire fabric placer, sandblast pump & pot man, strike off concrete, unloading, handling & carrying of all creosoted piles, ties or timber, concrete burning bars, power wheelbarrows or buggies, asphalt raker, bricksetters, cutting torchman (electric & acetylene), men setting lines to level forms, form setters, gunite nozzle man & sandblasting nozzle man, power man, and rip-rapping by hand.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

#### OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurrries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator;

Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc.,

and Ground Heater (Trailer Mounted).

Other Classifications of Work:

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

LANDSCAPING

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

## SAMPLE ADDENDUM

Peoria Park District  
Planning, Design and Construction Department  
1314 N. Park Road  
Peoria, IL 61604  
Telephone: (309) 686-3386

ADDENDUM NO. \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

ISSUANCE DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

The proposed Contract Documents for this Work are modified as follows:

- I. **DRAWINGS**: (Delete/Change/Modify/Etc.)
  
- II. **PROJECT MANUAL/SPECIFICATIONS/GENERAL CONDITIONS/ETC.:**  
(Delete/Change/Modify/Etc.)
  
- III. **INVITATION TO BID**: (Delete/Change/Modify/Etc.)

END OF ADDENDUM NO. \_\_\_\_\_

(Addendum may be bound into Project Manual, attached to front cover, faxed, mailed or delivered to bidders.)

Addendum No. \_\_\_\_\_  
Page 1 of 1



**Pleasure Driveway and Park District of Peoria, Illinois**  
**Sample Agreement Between Owner and Contractor**

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This **AGREEMENT** for

MULTI-PURPOSE MEETING ROOM RENOVATION  
PEORIA ZOO

is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand Thirteen (2013)

**Between the Owner:**

PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS  
2218 N. PROSPECT ROAD  
PEORIA, IL 61603

**And the Contractor:**

**The Owner's Representative is:**

PLANNING, DESIGN AND CONSTRUCTION DEPARTMENT  
1314 N. PARK ROAD  
PEORIA, IL 61604

**The Architect or Engineer is:**

THOMAS STEEN ASSOCIATES, LTD.  
331 FULTON PLAZA  
PEORIA, IL 61602

The Owner and Contractor agree as follows:

**I. THE CONTRACT DOCUMENTS.** The Contract Documents consist of this AGREEMENT, the Plans/Drawings for the Project dated March 20, 2013, all sections of the Project Manual dated March 20, 2013, including but not limited to the Instructions and Supplementary Instructions to Bidders, the Bid Form, the General Conditions (1997 AIA Document A201) and Supplementary General Conditions, the General Requirements, the Specifications, and other documents as enumerated in Section 10 and Attachment #1 of this AGREEMENT, and including addenda issued prior to the execution of this AGREEMENT. The Contract Documents form the CONTRACT between the Owner and the Contractor. The CONTRACT represents the entire and integrated contract for the construction of the Work of the Project between the parties hereto and supersedes prior proposals, contracts, negotiations, or representations, either written or oral.

**II. THE WORK OF THE CONTRACT.** The Contractor shall execute the entire Work described in the Contract Documents, unless modified in Section XI of this AGREEMENT.

**III. BASIS OF PAYMENT.** The Work of the CONTRACT shall be performed on a lump sum basis.

**IV. CONTRACT SUM.** The Owner shall pay the Contractor the sum of

(and incorporates the acceptance of bid alternates as defined in sub-paragraph "A", below) for the Contractor's performance of the Work required by the Contract Documents, subject to modifications made by Owner approved Change Orders. If this CONTRACT calls for a unit price basis of payment, the contract sum stated above shall be adjusted by Change Order based upon multiplying the unit prices submitted by the Contractor on the Bid Form (and included herein as an Attachment to this CONTRACT) times (x) the actual quantities installed.

**A. ACCEPTANCE OF ALTERNATES.** The contract sum stated above is based on the acceptance of the following alternates, which are described in the Project Manual:

<u>ITEM</u>	<u>ADD</u>	<u>DEDUCT</u>

**V. DATES OF COMMENCEMENT AND COMPLETION OF THE WORK.** The Owner's Representative will issue a written Notice to Proceed with the Work of the Project after receiving the required Performance Bond, Labor and Material Payment Bond, and Certificate of Insurance (in proper form and providing the required coverages and amounts from a company [or companies] acceptable to the Owner, and naming the Owner as an Additional Insured), and any other pre-construction submittals required by the Contract Documents. The Contractor hereby acknowledges and agrees that failure to provide such submittals in a timely manner shall not be cause to adjust the date(s) for completion of the Work.

- A. LIQUIDATED DAMAGES.** Owner and Contractor recognize that time is of the essence of this CONTRACT and that Owner will suffer financial loss if the Contractor has not achieved Substantial Completion and Final Completion of the Work within the time specified below, plus any extensions thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time.
- B. SUBSTANTIAL COMPLETION.** Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for delay (but not as a penalty), Contractor shall pay Owner TWO HUNDRED AND FIFTY dollars (\$250.00) for each calendar day that expires after fifty-one (51) calendar days from Notice of Award until Substantial Completion is attained. The work is tentatively scheduled to begin on April 11, 2013 and be at Substantial Completion by May 31, 2013.
- C. FINAL COMPLETION.** After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work necessary to achieve Final Completion within seven (7) calendar days or any proper extension thereof granted by Owner, Contractor shall pay Owner TWO HUNDRED AND FIFTY dollars (\$250.0) for each day that expires after the time specified.

**VI. PROGRESS PAYMENTS, REDUCTION OF RETAINAGE AND FINAL PAYMENT.**

- A.** Unless otherwise specified elsewhere in the Contract Documents, the Contractor may submit monthly applications for progress payments ("Application for Payment") to the Owner's Representative. Each Application for Payment must be certified by the Architect or Engineer (if applicable), or the Owner's Representative if an Architect or Engineer has not been engaged for construction phase services. An Application for Payment shall be for a period of no less than one calendar month ending on the last day of the month, unless otherwise approved in writing by the Owner's Representative. Application forms shall be subject to Owner's approval. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor, in accordance with the Contract Documents. The Schedule of Values shall be approved by the Owner's Representative and the Architect or Engineer (if applicable) in advance of the Contractor's first Application for Payment and the approved schedule shall be used by the Contractor as the basis for submitting payment requests. The Owner's Representative and/or

Architect/Engineer's (if applicable) approval of the Schedule of Values shall not constitute a complete check for accuracy, and shall not relieve the Contractor from responsibility for errors of any sort.

- B. An Application for Payment (certified by the Architect or Engineer, if applicable) shall be submitted to the Owner's Representative no later than the fifth (5th) day of the month following the period for which the application is being submitted. In such case, the Owner shall make the progress payment to the Contractor not later than the twentieth day of the next month. A progress payment request on an Application for Payment (certified by the Architect or Engineer, if applicable) received by the Owner's Representative after the fifth (5th) day of a month shall be made by the Owner not later than forty-five days after receipt by the Owner's Representative.
- C. Based upon its review of the certified (by the Architect or Engineer, if applicable) Application for Payment, the Owner shall make a progress payment to the Contractor in such amount as the Owner reasonably determines is properly due, subject to a retainage of ten percent (10%) of the value of the Work completed and covered by the Application for Payment, less the aggregate of previous payments in each case. In determining the amount properly due, the Owner shall consider the value of labor, materials and equipment incorporated in the Work, or properly allocable to materials and equipment suitably stored at the site or at some other location previously agreed upon in writing by the parties. The Owner's Representative shall have the sole right to determine that materials or equipment stored off-site have been properly delivered, protected, and/or secured. The Owner's Representative (or the Architect or Engineer, if applicable) may nullify or withhold a Certificate of Payment, in whole or in part, for the reasons set forth in Section 9.5 of the General Conditions. Upon Substantial Completion of the Work, the Owner shall pay the Contractor a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Owner's Representative shall determine for incomplete work and unsettled claims.

**VII.** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner when **1)** the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and **2)** a final Certificate of Payment has been issued by the Architect/Engineer or Owner's Representative; such final payment shall be made by the Owner not more than forty-five (45) days after the receipt of the final Certificate of Payment by the Owner.

**VIII. CHANGE ORDERS.** The Owner and Contractor agree that changes in the Work are sometimes required and necessary, and that timely: **a)** submission of proposed changes in the Work or the scope of Work by the Owner, **b)** pricing by the Contractor, **c)** review by the Owner's Representative and/or Architect/Engineer, and **d)** final approval by the Owner are necessary in order to assure that the Work of the Project is completed on schedule. The Contractor hereby acknowledges and agrees that an increase in the scope of the Work does not grant or imply an increase in the Contract Time, unless specifically so stated on the final approved Change Order. The Contractor also agrees that any and all Work which deviates from the plans and specifications and/or results in additional Work performed by Contractor's forces, including those of his sub-contractor's, will not result in additional expense to the Owner, unless **finally approved both by the Owner and the Architect/Engineer (if applicable) prior to the additional Work being performed.** No claim for an addition to the Contract Sum shall be valid unless approved by a written Change Order signed by the Owner and the architect/engineer (if applicable) **prior to the additional Work being performed.**

**IX. TERMINATION OR SUSPENSION.** The CONTRACT may be terminated by the Owner or the Contractor as provided by Article 14 of the General Conditions. The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**X. ENUMERATION OF CONTRACT DOCUMENTS.** The Contract Documents, except for modifications issued after the execution of this Agreement, consist of:

- A. this Standard Form of Agreement Between Owner and Contractor, of the Pleasure Driveway and Park District of Peoria, Illinois.
- B. the Plans or Drawings titled Renovation for New Tropical/Multi-Purpose Meeting Room at Peoria Zoo, dated March 20, 2013, and enumerated in ATTACHMENT #1 - "LIST OF DRAWINGS".
- C. Supplementary and other Conditions of the CONTRACT, and the Specifications, are those found in the Project Manual titled "Multi-Purpose Meeting Room Renovation", and dated March 20, 2013 enumerated as follows:



- 1) Supplementary Instructions to Bidders
- 2) Contractor's Proposal, as accepted by the Owner
- 3) General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition
- 4) Supplementary General Conditions
- 5) Major Subcontractor List
- 6) Directory of Minority & Women Owned Business Enterprises
- 7) Illinois Drug Free Workplace Certification
- 8) Contractor Certification (Individual or Corporate/Partnership)
- 9) Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors
- 10) Workforce Profile
- 11) Performance Bond
- 12) Labor and Material Payment Bond
- 13) Proof of Insurance
- 14) Specifications: Division 010000, "General Requirements"; Divisions 020000-350000 as applicable
- 15) Attachment A.6 - Insurance Requirements
- 16) Certificate of Safety Compliance
- 17) Peoria Park District Weekly Workforce Report
- 18) Certified Payroll Form
- 19) Substance Abuse Prevention Program Certification

**XI. MISCELLANEOUS PROVISIONS.** Other Provisions of this Agreement are as follows:

This AGREEMENT is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect/Engineer (if any) for use in the administration of the CONTRACT, and one to the Owner.

**OWNER:**

**CONTRACTOR :**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
TIMOTHY J. CASSIDY, Park Board President

\_\_\_\_\_  
(Printed Name and Title)

ATTEST:

ATTEST:

## ATTACHMENT #1 - LIST OF DRAWINGS

<u>Number</u>	<u>Title</u>	<u>Date</u>
1	Floor Plan	3/20/13
2	Ceiling Plan / Elevations	3/20/13
3	Details	3/20/13
4	Mechanical / Electrical	3/20/13

**PERFORMANCE BOND**

**TO: PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA  
PEORIA, ILLINOIS**

**KNOW ALL MEN BY THEIR PRESENTS;**

That \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as  
\_\_\_\_\_ as  
corporation of the State of \_\_\_\_\_, as Surety, are held and firmly bound unto the  
PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, PEORIA, ILLINOIS, as Oblige, in the amount of \_\_\_\_\_  
(\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20 \_\_\_\_\_ entered into a contract  
with Oblige for \_\_\_\_\_  
\_\_\_\_\_ in accordance with contract documents prepared by the Architect-Engineer, which Contract is by reference made a part hereof and  
is hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly and faithfully  
perform the Contract and all changes thereof, and during the life of any guaranty or warranty required under the Contract, and, if  
Principal shall fully secure and protect the Oblige from all liability and from all loss or expense of any kind, including all court  
costs, engineering fees and attorneys' fees made necessary or arising from the failure, refusal or neglect of Principal to comply  
with all obligations assumed by Principal in connection with the performance of the Contract and all changes thereof, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof. Whenever  
Principal shall be and is declared to be in default under the Contract, Oblige having performed Oblige's obligations thereunder,  
Surety shall, after notice of such default, reserve all rights against all parties, take over and complete the Contract and become  
entitled to payment of the balance of any monies due or to become due to such defined Principal in accordance with the progress  
of the work.

A condition of this Bond is that the Principal shall faithfully perform in accordance with the prevailing wage clause provided in  
the bid specification or Contract pursuant to Illinois Compiled Statutes 820 ILCS 130/1 *et. seq.*

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named  
herein.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**CONTRACTOR**

\_\_\_\_\_  
Contractor Firm Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**SURETY**

\_\_\_\_\_  
Surety Name

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Resident Agent

ATTEST:

\_\_\_\_\_  
Corporate Secretary (Corporations only)

**LABOR & MATERIAL PAYMENT BOND**

**TO: PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA  
PEORIA, ILLINOIS**

**KNOW ALL MEN BY THESE PRESENTS:**

That: \_\_\_\_\_

as Principal, and \_\_\_\_\_

\_\_\_\_\_ a corporation of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto the PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, PEORIA, ILLINOIS, as Obligees, for the use and benefit of claimants as hereinafter defined in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into a Contract with Obligees for \_\_\_\_\_

\_\_\_\_\_ in accordance with contract documents prepared by the Architect-Engineer which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if Principal shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 820 ILCS 130/1 et. seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. A claimant is defined as any person, firm, or corporation having contracts with the Principal or with any of Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this Bond is given.

2. Nothing in this Bond contained shall be taken to make the Obligees liable to any subcontractor, materialman or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Obligees within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of business of the corporation, and in all cases of partnership the names and residences of each of the partners, the name of the Contractor for the Obligees, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the Contract is to be performed. No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between the Obligees and the Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Obligees of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.

4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
6. The Principal and Surety shall be liable for any attorneys fees, engineering costs, or court costs incurred by the Obligee relative to claims made against this Bond.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**CONTRACTOR**

**SURETY**

Contractor Firm Name:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_

\_\_\_\_\_

Title

Resident Agent

ATTEST:

\_\_\_\_\_

Corporate Secretary (Corporations only)





**FINAL WAIVER OF LIEN**

STATE OF ILLINOIS    )  
  ) SS  
COUNTY OF PEORIA    )

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned \_\_\_\_\_ ha\_\_\_\_\_ been employed by THE  
PEORIA PARK DISTRICT to furnish material and labor for the \_\_\_\_\_  
at the premises commonly known as \_\_\_\_\_  
located in the City of \_\_\_\_\_, County of Peoria, State of Illinois.

The undersigned, for and in consideration of \_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,  
do\_\_\_\_\_ hereby waive and release any and all lien or claim or right of lien under the statutes of the State of Illinois relating to  
mechanics' liens, with respect to and on said above-described premises and improvements thereon and on the money, funds or  
other considerations due or become due from the owner on account of labor or services, material, fixtures, apparatus or machinery  
heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

[Affix corporate seal here.]

\_\_\_\_\_  
(Name of sole owner, corporation or partnership)

ATTEST:

\_\_\_\_\_  
(Signature of secretary of corporation)

\_\_\_\_\_(SEAL)  
(Signature of sole owner or authorized  
representative of corporation or partnership)

**WAIVER OF LIEN**

**GENERAL CONTRACTOR'S PARTIAL  
TO COVER ONLY CERTAIN PAYMENTS**

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF PEORIA    )

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned \_\_\_\_\_ has been employed  
by THE PEORIA PARK DISTRICT to furnish material and labor for the \_\_\_\_\_ at  
the premises commonly known as \_\_\_\_\_

\_\_\_\_\_ located in the City of Peoria, County of Peoria, and State of Illinois.

NOW, THEREFORE, the undersigned, for and in consideration of the sum of \_\_\_\_\_ Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged by the undersigned, does hereby waive and release to the extent only of the aforesaid amount of \_\_\_\_\_ Dollars, paid simultaneously herewith, any and all lien or right or claim of lien under the statutes of the State of Illinois relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon and on the money, funds, or other consideration due or to become due from the owner on account of labor, services, material, fixtures, apparatus or machinery, furnished by the undersigned, to or on account of the said owner, for the above-described premises, but only to the extent of the payment aforesaid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

[Affix corporate seal here]

\_\_\_\_\_  
(Name of sole owner, corporation or partnership)

ATTEST:

\_\_\_\_\_  
(Signature of secretary of corporation)

\_\_\_\_\_  
(SEAL)  
(Signature of sole owner or authorized representative of corporation or partnership)





# PEORIA PARK DISTRICT

## Weekly Workforce Report

### Instructions

This weekly workforce report must be completed and returned to the Peoria Park District project manager for each week that you are working on Peoria Park District property. You are to report only those employees that are actually working on the Peoria Park District project identified on this report. Do not report employees that are not working on the project identified on this report.

If you have further questions regarding this report, please contact the Owner's Project Manager.

#### I. Trade and Hour Breakdown Table

- List the different trades (carpenter, laborer, plumber, etc.) and report the number of hours by race/gender for each trade;
- Total the hours for each trade on the right.

#### II. New Hires by Race and Gender

- If additional employees are hired for the job, please record the number of employees hired by race/gender.

#### III. Total Project Employee Breakdown

- Please track total hours by race/gender for the project if project lasts longer than a week.

**Weekly Workforce Report (Peoria Park District Form) Date: \_\_\_\_\_ Week Ending: \_\_\_\_\_**

**Contractor/Subcontractor: \_\_\_\_\_ Project: \_\_\_\_\_**

**Trade & Hour Breakdown:**

TRADE	FEMALE HOURS	CAUCASIAN HOURS	AFRICAN-AMERICAN HOURS	HISPANIC HOURS	NATIVE AMERICAN HOURS	ASIAN, PAC. ISLANDER HOURS	TOTAL HOURS

**New Hires by Race & Gender**

TRADE	CAUCASIAN	AFRICAN-AMERICAN	HISPANIC	NATIVE AMERICAN	ASIAN, PACIFIC ISLANDER	MALE	FEMALE

**Total Project Employee Breakdown**

	CAUCASIAN	AFRICAN-AMERICAN	HISPANIC	NATIVE AMERICAN	ASIAN, PACIFIC ISLANDER	MALE	FEMALE



DATE \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title]

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will  
be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)  
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages  
earned by any person, other than permissible deductions authorized by law.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete;  
that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates mandated by the  
Illinois Prevailing Wage Act and that the classifications set forth therein for each laborer or mechanic conform with the work performed.

REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 5 (820 ILCS 130/5) OF THE PREVAILING WAGE ACT OF THE STATE OF ILLINOIS.	



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

*A complete copy of AIA Document A201, 1997 Edition, with Supplementary General Conditions incorporated, is available for review in the Peoria Park District's Planning, Design and Construction Office.*

## **SUPPLEMENTARY GENERAL CONDITIONS**

1.
  - A. **"GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"**, AIA Document A201, 1997 Edition, published by the American Institute of Architects, including revisions adopted before the date of the Project Manual, is hereby made part of these Specifications with same force and effect as though set forth in full.
  - B. The following modifies, changes, deletes from or adds to the General Conditions of the Contract for Construction (AIA Document A201, Fourteenth Edition, 1997). Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.
  - C. Parenthesis ( ) indicates the appropriate section and Subparagraph of the General Conditions which each paragraph of the Supplementary General Conditions modifies or refers to.
2. **INSERT THE FOLLOWING PHRASE TO PARAGRAPH (1.1.1) AFTER THE WORDS "The Contract Documents consist of the Agreement Between Owner and Contractor (hereinafter the Agreement)":**

“the Contractor's Bid, the Advertisement for Bids, the Instructions to Bidders, sample forms and addenda relating to these,”

**DELETE THE LAST SENTENCE OF PARAGRAPH (1.1.1).**

3. **ADD THE FOLLOWING SENTENCES TO END OF PARAGRAPH (1.2.1):**

The Contractor shall notify the Owner's Representative immediately if discrepancies are discovered. Full-size or large-scale details or drawings shall govern small-scale drawings that the former are intended to amplify. Dimensions from drawings shall not be determined by scale or rule. Where the Drawings and Specifications conflict with each other or with themselves, the Owner's Representative (in consultation with the Architect, if any) will decide which conflicting requirement governs. Should discrepancies or doubt occur, Contractor shall not proceed with the Work without clarification from the Owner. Contractor shall request clarification in a reasonable time to avoid delays and increases in the Contract Sum.

**ADD THE FOLLOWING PARAGRAPHS TO SECTION (1.2):**

**1.2.4** If any item or material shown on the Drawings is omitted from the Specifications, or vice-versa (except when the Drawings and Specifications clearly exclude such omitted item), and when such item or material is clearly required to complete the detail shown or specified, the Contractor shall furnish and install such item or material of the type and quality established by the balance of the detail shown and specified at no increase to the Contract Sum.

**1.2.5** Where a typical or representative detail is shown on the Drawings, this detail shall constitute the standard for workmanship and materials throughout those parts of the Work.

**1.2.6** Any Summary of Work as outlined in the Specifications shall not be deemed to limit the work required by the Contract Documents. The Contractor and each Subcontractor shall be responsible for carefully examining all Drawings, including all details, plans, elevations, sections, schedules and diagrams for each particular type of work, and for coordinating the Work described in the Drawings, with the related Specifications. The Contractor shall also be responsible for determining the exact scope of work for each type of work per the Contract Documents and Contractor shall endeavor to check cross-references of work excluded from any division. The Contract Sum is deemed to be based on a complete installation. When additional details or instructions are clearly required to complete the work, the Contractor is deemed to have made an allowance in the Contract Sum for completion of such Work consistent with the local standard of care.

**1.2.7** The Drawings are intended to show the arrangement, design and extent of the Work and are schematic in nature. They are not to be scaled for roughing-in measurements or used as shop drawings.

**4. ADD THE FOLLOWING PARAGRAPH TO SECTION (1.5):**

**1.5.3** Neither any oral representation by or oral agreement with any officer, agent, or employee of Owner or Architect before execution of this Contract shall affect or modify any of the Contractor's rights or obligations hereunder. Contractor is not aware of any facts that make misleading or inaccurate in any material respect any information Owner or Architect has furnished to Contractor which would have a material adverse affect on the Contract Time or Contract Sum which Contractor has not advised Owner or Architect of, and if, during the course of the performance of the Work, Contractor learns of any such facts it will so advise Owner. Contractor shall not be entitled to any adjustments in the Contract Time or the Contract Sum as a consequence of Contractor's breach of the terms of this Subparagraph.

**5. IN PARAGRAPH (1.6.1) DELETE THE WORD "Architect" IN THE FOURTH SENTENCE AND REPLACE IT WITH THE WORD "Owner".**

**DELETE SENTENCES #7, #8, #9 STARTING WITH "The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are ...."**

**6. DELETE PARAGRAPH (2.2.3) IN ITS ENTIRETY.**

**7. ADD THE FOLLOWING SENTENCE AT THE END OF PARAGRAPH (2.3.1):**

"The Owner shall not be liable for any extra cost incurred by the Contractor by such an order."

**8. IN PARAGRAPH (2.4.1) DELETE THE SECOND TO LAST SENTENCE.**

**9. IN PARAGRAPH (3.2.1, 3.2.2 AND 3.2.3) AFTER THE WORD "Architect" ADD THE WORDS "and Owner".**

**10. ADD THE FOLLOWING PARAGRAPHS TO SECTION (3.2):**

**3.2.4** Before starting any work, the Contractor shall examine work performed by others to which his work adjoins or is applied to and report to the Owner's Representative any conditions that will prevent the satisfactory accomplishment of his work. Failure to notify the Owner's Representative of deficiencies or faults in preceding work prior to commencing work shall constitute acceptance thereof and waiver of any claim of its unsuitability.

**11. ADD THE FOLLOWING PARAGRAPHS TO SECTION (3.4):**

**3.4.4** Before ordering any material or doing any Work, the Contractor shall verify all measurements at the Project site and he shall be responsible for the correctness of same. No extra charge or compensation will be allowed to the Contractor on account of any difference between actual dimensions and the measurements shown on the Project Drawings.

**3.4.5** The Contractor shall carefully inspect all materials delivered on and to the Project site and reject defective materials without waiting for the Owner's Representative or other representative of Owner to observe the materials.

**12. ADD THE FOLLOWING PARAGRAPHS TO SECTION (3.5):**

**3.5.2** The Contractor agrees to assign to the Owner any and all manufacturer's warranties relating to materials and equipment furnished as part of the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties subject to installation directives and other terms of the Contract Documents. The Contractor agrees to deliver to the Owner, upon final payment, such assignments along with or as part of a reference manual, in form and detail reasonably acceptable to Owner, showing all such warranties and guarantees provided by the Contractor and Subcontractors. Such warranties and guarantees shall commence no sooner than the date of purchase from the supplier.

**3.5.3** The warranty of Contractor provided in Paragraph 3.5 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work, if they are broader, and all of such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of the Owner under such warranties subject to installation directives and other terms of the Contract Documents. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right of enforcement of such warranty obligations.

**13. IN PARAGRAPH (3.6.1), DELETE THE WORD "Sales".**

**ADD THE FOLLOWING AT THE END OF PARAGRAPH (3.6.1):**

The Peoria Park District is exempt from Federal, State and Local taxes. A certificate of exemption will be furnished upon request.

**14. IN PARAGRAPH (3.10.2) BEFORE THE WORD "Architect's" ADD THE WORDS "Owner's and".**

**IN PARAGRAPH (3.10.2) AFTER THE WORD "Architect" ADD THE WORDS "and Owner's Representative".**

**ADD THE FOLLOWING PARAGRAPHS TO SECTION (3.10):**

**3.10.4** The construction schedule shall provide for the most expeditious and practicable execution of the Work. The Contractor shall also work closely with the Owner to confirm that the construction schedule accurately reflects the status of the Project. The Contractor's construction schedule shall be updated every month by the Contractor and submitted to the Owner.

- .1** Whenever it becomes apparent from the updated construction schedule that any substantial completion previously established by the construction schedule cannot be met, the Contractor shall, at the Owner's request, take any or all of the following actions with no increase to the Contract Sum or Contract Time (unless the delay is caused by an event set forth in paragraph 8.3 of these General Conditions thereby permitting adjustment of the Contract Sum and/or Contract Time under Paragraph 4.3.5 of these General Conditions):

- .1.1** Increase construction manpower to substantially return the Project to schedule;
- .1.2** Increase the number of working hours per shift, shifts per day or the amount of construction equipment or any combination of the foregoing which will substantially return the Project to schedule;
- .1.3** Reschedule activities to concurrently accomplish activities, to the maximum degree practicable, in the time required by the Contract Documents.

If the Contractor fails to take any of these actions Owner shall have the notice and other rights set forth in Paragraph 2.4.

**15. IN PARAGRAPH (4.1.1) DELETE THE FIRST SENTENCE AND SUBSTITUTE THE FOLLOWING:**

"The Architect, Owner's Representative, and Owner's Project Manager are defined in Paragraph C of "Section 01000 - General" of "Division 01000 - General Requirements".

- 16. IN PARAGRAPH (4.2.1) DELETE THE WORDS "and will be an Owner's Representative".**
- 17. IN PARAGRAPH (4.2.2) DELETE THE WORDS "as a representative of the Owner".**
- 18. IN PARAGRAPH (4.2.4) IN THE FIRST SENTENCE SUBSTITUTE THE WORD "Architect" FOR THE WORD "Owner" AND SUBSTITUTE THE WORD "Owner" FOR THE WORD "Architect".**
- 19. IN PARAGRAPH (4.2.5) DELETE THE WORD "Architect's" AND "Architect" AND SUBSTITUTE THE WORDS "Owner Representative's" AND "Owner Representative".**
- 20. IN PARAGRAPH (4.2.6) IN THE SECOND SENTENCE AFTER THE WORDS "will have authority" INSERT THE WORDS "upon written authorization from the Owner".**
- 21. IN PARAGRAPH (4.2.8) DELETE THE WORD "prepare" AND SUBSTITUTE THE WORDS "assist the Owner's Representative in preparing".**
- 22. IN PARAGRAPH (4.2.9) DELETE THE WORD "Architect" AND SUBSTITUTE WORDS "Owner's Representative, assisted by the Architect".**
- 23. IN PARAGRAPH (4.2.11) IN THE FIRST SENTENCE DELETE THE WORDS "and decide".**
- 24. IN PARAGRAPH (4.2.12) IN THE FIRST SENTENCE DELETE THE WORD "and decisions".**  
**IN PARAGRAPH (4.2.12) IN THE SECOND SENTENCE DELETE THE WORDS "and initial decisions" AND "or decisions".**
- 25. ADD PARAGRAPH TO SECTION (4.2):**



**4.2.14** Notwithstanding any other provision of this Agreement to the contrary, the Architect shall have no authority to order or approve any material deviation from the Contract Documents, whether or not such deviation affects the Contract Sum or other Substantial Completion Date (as defined herein). In the event any such deviation is sought, prior written approval from the Owner’s Representative and the Owner must be obtained. The Architect may decide quality issues and may approve non-material deviations from the Contract Documents.

**26. IN PARAGRAPH (4.3.4) IN THE FOURTH SENTENCE DELETE THE WORD “decision” AND SUBSTITUTE THE WORD “recommendation”.**

**IN PARAGRAPH (4.3.4) IN THE LAST SENTENCE DELETE THE WORD “determination” AND SUBSTITUTE THE WORD “recommendation”.**

**27. DELETE PARAGRAPH (4.3.10) IN ITS ENTIRETY.**

**28. DELETE PARAGRAPH (4.4.1) AND SUBSTITUTE THE FOLLOWING:**

“Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be initially referred in writing to the Architect for a recommendation.”

**29. IN PARAGRAPH (4.4.2) AFTER “(2)” ADD THE WORD “recommend” AND CHANGE THE WORD “reject” TO “rejecting”.**

**IN PARAGRAPH (4.4.2) AFTER “(3)” ADD THE WORD “recommend” AND CHANGE THE WORD “approve” TO “approving”.**

**IN PARAGRAPH (4.4.2) AT THE END OF THE SENTENCE DELETE THE WORD “resolve” AND ADD THE WORDS “make recommendation on”.**

**30. IN PARAGRAPH (4.4.3) DELETE THE WORD “decision” AND SUBSTITUTE THE WORD “recommendation”.**

**31. IN PARAGRAPH (4.4.4) IN THE LAST SENTENCE DELETE THE WORDS “either reject or approve the Claim” AND SUBSTITUTE THE WORDS “provide a recommendation regarding the Claim in accordance with Paragraph 4.2.2”.**

**IN PARAGRAPH (4.4.4) AT THE END OF THE LAST SENTENCE DELETE THE WORDS “in whole or in part.”**

**32. DELETE PARAGRAPHS (4.4.5) AND (4.4.6) IN THEIR ENTIRETY.**

**33. IN PARAGRAPH (4.4.8) DELETE THE WORD “resolution” AND SUBSTITUTE THE WORDS “final recommendation”.**

**IN PARAGRAPH (4.4.8) AFTER THE WORD “Architect,” ADD THE WORD “or”.**

**IN PARAGRAPH (4.4.8) AT THE END OF THE SENTENCE DELETE THE WORDS “or by arbitration”.**

**34. IN PARAGRAPH (4.5.1) DELETE THE WORD “decision” AND SUBSTITUTE THE WORD “recommendation”.**

**IN PARAGRAPH (4.5.1) DELETE THE WORDS “arbitration or”.**

**35. IN PARAGRAPH (4.5.2) IN THE SECOND SENTENCE DELETE THE WORDS “a demand for arbitration” AND SUBSTITUTE THE WORDS “legal or equitable proceedings”.**

**IN PARAGRAPH (4.5.2) AFTER THE WORDS “proceed in advance of “ DELETE THE WORDS “arbitration or”.**

**36. IN PARAGRAPH (4.5.3) DELETE THE FIRST SENTENCE.**

**37. DELETE SECTION (4.6) IN ITS ENTIRETY.**

**38. IN PARAGRAPH (5.2.1) DELETE THE FIRST SENTENCE AND SUBSTITUTE:**

“The subcontractors/suppliers listed by the Contractor on the Major Subcontractor/Supplier List (submitted with the Bid) shall not be changed without the written consent of the Owner.”

**IN PARAGRAPH (5.2.1) IN THE SECOND SENTENCE DELETE THE WORDS “Architect will” AND SUBSTITUTE THE WORDS “Owner’s Representative will”.**

**IN PARAGRAPH (5.2.1) IN THE SECOND SENTENCE AFTER THE WORDS “promptly reply to” ADD THE WORDS “any request made by”.**

**IN PARAGRAPH (5.2.1) IN THE SECOND SENTENCE AFTER THE WORDS “any such proposed” ADD THE WORDS “change in”.**

**IN PARAGRAPH (5.2.1) IN THE LAST SENTENCE DELETE THE WORDS “Owner or Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**

**IN PARAGRAPH (5.2.1) IN THE LAST SENTENCE DELETE THE WORD “promptly” AND ADD THE WORDS “within 10 calendar days (of receipt of written request for such change from the Contractor)”.**

**39. IN PARAGRAPH (6.2.2) BEFORE THE WORD “Architect” ADD THE WORDS “Owner and”.**

**40. IN PARAGRAPH (6.3.1) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORD “Owner”.**

**41. IN PARAGRAPH (7.2.1) DELETE THE WORDS “the Architect” AND SUBSTITUTE THE WORDS “the Owner’s Representative”.**

**ADD THE FOLLOWING PARAGRAPHS TO SECTION (7.2):**

**7.2.3** A Change Order shall include all of the Contractor’s costs associated therewith.

**7.2.4** The Contractor shall not accept any request for a Change Order from any person other than the Owner and may not perform any work asserted to constitute a change in the Work until the Owner has approved the Change Order in writing, unless the Owner authorizes the Contractor, in writing, to proceed with a change prior to the Owner's final approval. Notwithstanding anything to the contrary herein, the Contractor shall not charge for overtime services in the performance of any Change Order Work, unless the Owner has specifically authorized overtime in writing. Owner may competitively bid changes in the Work and Contractor, Subcontractor and suppliers shall provide Owner with all documents Owner requests to facilitate such competitive bidding of changes in the Work.

**7.2.5** There shall be no change in the Work, whether an alteration or addition to the Contract Sum or to any amounts due under the Contract Documents or to a change in the Contract Time, unless and until such alteration or addition has been authorized by a written Change Order executed and issued in accordance and compliance with the requirements with this Article 7 or by written authorization to proceed with such change in the Work signed by the Owner or as otherwise provided pursuant to the Contract Documents. The requirements set forth in this Paragraph 7.2.5 are of the essence. No claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not any such unjust enrichment to the Work or to the Owner in fact exists, shall form the basis of any claim for an increase in any amount due under the Contract Documents or a change in the Contract Time, and the terms of a fully-executed Change Order shall be conclusive.

- 42. IN PARAGRAPH (7.3.1) DELETE THE WORDS "the Architect" AND SUBSTITUTE THE WORDS "the Owner's Representative".**
- 43. IN PARAGRAPH (7.3.4) DELETE THE WORDS "the Architect" AND SUBSTITUTE THE WORDS "the Owner's Representative".**
- 44. IN PARAGRAPH (7.3.6) IN THE FIRST SENTENCE DELETE THE WORD "determined" AND SUBSTITUTE THE WORD "recommended".**
- 45. IN PARAGRAPH (7.3.7) IN THE FIRST SENTENCE AFTER THE WORD "Architect" ADD THE WORDS "and the Owner's Representative".**
- 46. IN PARAGRAPH (7.3.8) DELETE THE WORDS "the Architect" AND SUBSTITUTE THE WORDS "the Owner's Representative".**
- 47. IN PARAGRAPH (7.3.9) DELETE THE WORD "determination" AND SUBSTITUTE THE WORD "recommendation".**
- 48. IN PARAGRAPH (8.1.3) DELETE THE WORD "Architect" AND SUBSTITUTE THE WORDS "Owner's Representative".**
- 49. ADD THE FOLLOWING PARAGRAPHS TO SECTION (8.2) .**

**8.2.4** All work shall be "Substantially Complete" as required by the **Instructions to Bidders** and the **Agreement Between Owner and Contractor**.

**8.2.5** It is further agreed that said completion schedule is reasonable, and the Contractor shall prosecute said work regularly, diligently and continuously at such rate of progress as will insure full completion thereof within the time specified.

**8.2.6** Provided, however, the following exceptions:

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- .1 Any preference, priority or allocation order duly issued by the United States Government.
- .2 Any unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including acts of God, or of a public enemy, acts of the Owner, acts of another Contractor in performance of a separate contract with the Owner, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. The criteria on which the unusually severe weather shall be based is the average precipitation/temperatures received in the project area, as recorded over a period of the last five (5) years at the local area United States Weather Station. Any extension of time due to unusually severe weather must be requested by the Contractor on the basis of documented records of the actual precipitation/temperatures during the contract time period, compared with the normal/average for the area. Also, the criteria shall include the number of excessive precipitation or extreme cold days (i.e., days in which the temperature would adversely affect the type of work being constructed) over the same period and whether or not the Contractor's force worked on said days or stage of construction was affected.
- .3 Any delays of subcontractors occasioned by any of the causes specified in this paragraph.

**8.2.7** Provided further that the Contractor shall, within seven (7) days from the beginning of any such delay during the performance of the Contract, notify the Owner's Representative in writing of the alleged cause of such delay.

**50. IN PARAGRAPH (8.3.1) DELETE THE WORDS “and arbitration”.**

**IN PARAGRAPH (8.3.1) DELETE THE WORD “determine” AND SUBSTITUTE THE WORD “recommend”.**

**51. DELETE PARAGRAPH (9.2.1) AND SUBSTITUTE THE FOLLOWING:**

“Before the first Application for Payment, the Contractor shall submit to the Owner’s Representative a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner’s Representative may require. This schedule, unless objected to by the Architect and Owner’s Representative, shall be used as a basis for reviewing the Contractor’s Applications for Payment.”

**52. IN THE FIRST SENTENCE OF (9.3.1), CHANGE "ten" TO "forty five”.**

**IN PARAGRAPH (9.3.1) IN THE FIRST SENTENCE DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**

**ADD THE FOLLOWING TO THE END OF PARAGRAPH (9.3.1):**

Payment requests shall consist of AIA Documents #702 "Application and Certificate for Payment"; AIA #703 "Continuation Sheet"; Contractors Affidavit of Payment to Subcontractors and Suppliers; Weekly Workforce Reports; Certified Payroll Form; and Waivers of Lien. (Waivers of Lien are required from the general contractor in the full amount of the current payment application, and from all subcontractors, suppliers, or workers who provide more than \$10,000 of project material/labor of the Work. The waiver shall be in the amount(s) listed in the Contractor's Affidavit.) For final payment, the general contractor shall also provide a Waiver of Lien in the full amount of the contract price.

**The Waiver of Lien and Contractor Affidavit forms used shall be the Peoria Park District's standard form(s): 1) "Final Waiver of Lien" (for general contractors), 2) "Waiver of Lien - General**

Contractor's Partial To Cover Only Certain Payments", 3) "Sub-Contractor's Final Waiver of Lien", 4) "Waiver of Lien - Sub-Contractor's Partial To Cover Only Certain Payments, and 5) "Contractor's Affidavit". (These forms are included in the Project Manual, and are the required Waiver of Lien forms for the project.)

(If the Contractor is unable to provide the required sub-contractor waiver at the time the application for payment is submitted (preferred method) alternatively, it may be provided at the time that payment is delivered by the District. If the sub-contractor waiver(s) still cannot be provided at that time, the District will provide "two-party" checks in which the Contractor and the sub-contractor are named jointly as payees.)

Format of AIA #703 shall follow that of "Schedule of Values". (See Division 01000 Article IV.) All payment requests shall reflect retainage in the amount of 10% of completed work.

**53. IN PARAGRAPH (9.3.1.1) DELETE THE WORDS “or by interim determination of the Architect, but not yet included in Change Orders”.**

**54. ADD THE FOLLOWING SUB-PARAGRAPHS TO PARAGRAPH (9.3.1):**

**9.3.1.3** Upon Substantial Completion, the Owner will pay 95% percent of the amount due to the Contractor on account.

**9.3.1.4** Monthly progress payments will be made by the Owner on projects lasting more than sixty days (from award of the bid to the Substantial Completion date given in the Supplementary Instructions to Bidders).

**55. ADD THE FOLLOWING SUB-PARAGRAPHS TO PARAGRAPH (9.3.2):**

**9.3.2.1** Material stored on site will be considered for payment only when a Schedule of Stored Materials with appropriate values accompany the payment request as an attachment.

**9.3.2.2** All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of material and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the contract.

**56. IN PARAGRAPH (9.4.1) DELETE THE WORDS “Architect” AND “Architect’s” AND SUBSTITUTE THE WORDS “Owner’s Representative” AND “Owner’s Representative’s”.**

**IN PARAGRAPH (9.4.1) DELETE THE PHRASE "with a copy to the Contractor".**

**57. IN THE FIRST SENTENCE OF PARAGRAPH (9.4.2) DELETE THE WORD “Architect”.**

**IN THE FIRST SENTENCE OF PARAGRAPH (9.4.2) AFTER THE WORDS “Architect’s” ADD THE WORDS “and Owner’s Representative’s”.**

**IN THE FOURTH SENTENCE OF PARAGRAPH (9.4.2) DELETE THE WORDS “Architect has” AND SUBSTITUTE THE WORDS “Owner’s Representative and Architect have”.**

**58. IN PARAGRAPH (9.5.1) DELETE THE WORDS “Architect” AND “Architect’s” AND SUBSTITUTE THE WORDS “Owner’s Representative AND “Owner’s Representative’s”.**

- 59. IN PARAGRAPHS (9.6.1, 9.6.3, AND 9.6.4) DELETE THE WORDS “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**
- 60. IN PARAGRAPH (9.7.1) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**
- IN PARAGRAPH (9.7.1) DELETE THE WORDS “or awarded by arbitration”.**
- 61. IN PARAGRAPH (9.8.2) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**
- 62. IN THE FIRST SENTENCE OF PARAGRAPH (9.8.3) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative assisted by the Architect”.**
- IN THE SECOND AND THIRD SENTENCES OF PARAGRAPH (9.8.3) DELETE THE WORDS “Architect’s” and “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative’s” and “Owner’s Representative”.**
- 63. IN PARAGRAPH (9.8.4) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**
- 64. IN PARAGRAPH (9.9.1) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**
- 65. IN PARAGRAPH (9.10.1) IN THE FIRST SENTENCE AFTER THE FIRST TWO APPEARANCES OF THE WORD ‘Architect’ ADD THE WORDS “and Owner’s Representative”.**
- IN PARAGRAPH (9.10.1) DELETE THE THIRD AND FOURTH APPEARANCES OF THE WORD “Architect” and “Architect’s” AND SUBSTITUTE THE WORDS “Owner’s Representative” and “Owner’s Representative’s”.**
- IN PARAGRAPH (9.10.1) AFTER THE FIFTH APPEARANCE OF THE WORD “Architect’s” ADD THE WORDS “and Owner’s Representative’s”.**
- IN THE LAST SENTENCE OF PARAGRAPH (9.10.1) DELETE THE WORD “Architect’s” AND SUBSTITUTE THE WORDS “Owner’s Representative’s”.**
- 66. IN PARAGRAPH (9.10.2) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORD “Owner’s Representative”.**
- 67. ADD THE FOLLOWING SUB-PARAGRAPH TO PARAGRAPH (9.10.2):**
- 9.10.2.1** When all items including items noted within Division 1000 General Requirements are found to be complete and in conformance with the Contract Documents, a final payment will be issued.
- 68. IN PARAGRAPH (9.10.3) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**
- 69. IN PARAGRAPH (11.1.1) IN THE FIRST SENTENCE AFTER THE PHRASE “as will protect the Contractor” ADD THE WORDS “Architect and Owner”.**

- 70. IN PARAGRAPH (11.1.2), IN THE FIRST SENTENCE DELETE THE WORDS “limits of liability specified in the Contract Documents” AND SUBSTITUTE THE WORDS “limits required in ‘Attachment A – Project Specific Insurance Requirements’ (which is included as the last section of the Project Manual and the requirements therein shall be made part of the Contract Documents),”.**

**IN PARAGRAPH (11.1.2) AFTER THE FIRST SENTENCE ADD:**

“In addition, if any of the work occurs within fifty feet of an active railroad line and the Contractor’s general liability coverages provide for exclusions of coverage when working on or near a railroad, the Contractor shall provide a separate Railroad Protective Liability Insurance Policy naming the railroad as the insured party, with the coverage limits required by that railroad.”

- 71. IN PARAGRAPH (11.1.3), AFTER THE WORDS “Certificates of insurance” ADD THE WORDS “and endorsements to the insurance policy(s) which are”.**

**IN PARAGRAPH (11.1.3) AFTER THE WORDS “acceptable to the Owner” ADD THE WORDS “and naming the Owner, their agents and consultants as additional insured”.**

**ADD THE FOLLOWING SUB-PARAGRAPHS TO PARAGRAPH (11.1)**

**11.1.4** The Contractor may, at his option, furnish Owner’s Protective Liability Insurance in lieu of naming the Owner Additional Insured on the Contractor’s policy, as required above. This insurance shall protect the Owner from claims as set forth in Paragraph 11.1.1 of the General Conditions, and to the limits required herein, as shown in “Attachment A”.

**11.1.5** The Contractor shall furnish two copies of each of the required Certificates or Endorsements for each copy of the Agreement which shall specifically set forth evidence of all coverage required by the Contract Documents. The form of the Certificate(s) or Endorsement(s) shall be those as required in “Attachment A”. The Contractor shall also furnish to the Owner copies of any endorsements which limit coverage, or are subsequently issued amending coverage or limits of coverage.

- 72. DELETE PARAGRAPHS (11.3.1, 11.3.2, AND 11.3.3) IN THEIR ENTIRETY.**

- 73. DELETE PARAGRAPH (11.4.1) AND SUBSTITUTE:**

“If the work of the project is being completed by one general or prime contractor rather than multiple prime contractors, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full replacement value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

- 74. AT THE END OF PARAGRAPH (11.4.1.1) ADD THE FOLLOWING SENTENCE:** “The form of policy for this coverage shall be “Completed Value”.

- 75. DELETE PARAGRAPH (11.4.1.2) IN ITS ENTIRETY.**

**76. DELETE PARAGRAPH (11.4.1.3) IN ITS ENTIRETY AND SUBSTITUTE:**

“If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of all deductibles in the event of a paid claim. If separate contractors are added as insureds to be covered by this policy, the separate contractors shall be responsible for payment of appropriate part of any deductibles in the event claims are paid on their part of the Project.”

**77. DELETE PARAGRAPHS (11.4.3, 11.4.4, AND 11.4.5) IN THEIR ENTIRETY.**

**78. DELETE PARAGRAPH (11.4.6) AND SUBSTITUTE:**

“The Contractor shall file two certified copies of all policies with the Owner before exposure to loss can occur. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.

**79. DELETE PARAGRAPHS (11.4.7, 11.4.8, 11.4.9, AND 11.4.10) IN THEIR ENTIRETY.**

**80. DELETE PARAGRAPH (11.5.1) AND SUBSTITUTE:**

“The Contractor shall furnish a Performance Bond and a separate Labor and Material Payment Bond, each for one hundred percent (100%) of the Contract Sum. Form of these bonds shall be as provided by the Owner in the Project Manual and no other form will be accepted. The Surety shall be authorized to do business in the State of Illinois and be acceptable to the Owner.

**81. IN PARAGRAPH (12.1.1) DELETE THE WORD “Architect’s” AND SUBSTITUTE WORDS “Owner’s Representative’s and Architect’s”. DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**

**82. IN PARAGRAPH (12.1.2) AFTER THE WORD “Architect” ADD THE WORDS “and Owner’s Representative”.**

**83. IN PARAGRAPH (12.2.1.1) AFTER THE WORD “Architect” ADD THE WORDS “and Owner’s Representative”.**

**84. IN PARAGRAPH (13.5.4) AFTER THE WORD “Architect” ADD THE WORDS “and Owner’s Representative”.**

**85. IN PARAGRAPH (14.1.1.3) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**

**86. IN PARAGRAPH (14.2.2) DELETE THE PHRASE “, upon certification by the Architect that sufficient cause exists to justify such action,”.**

**87. IN PARAGRAPH (14.2.4) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**



**88. DELETE PARAGRAPH (14.4.3) IN ITS ENTIRETY AND SUBSTITUTE:**

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination. In no event, however, will such amounts exceed the Contract Sum reduced by the amount of prior payments except for increases pursuant to the claims procedure in the Contract Documents. Subcontracts, subsubcontracts, and purchase orders will contain appropriate provisions for termination for convenience under this Paragraph 14.4.

**89. ADD THE FOLLOWING ARTICLE 15: LABOR, SAFETY AND WAGE STANDARDS TO THE GENERAL CONDITIONS OF THE CONTRACT:**

**ARTICLE 15  
LABOR, WAGE, SAFETY, AND OTHER STANDARDS**

**15.1 LABOR STANDARDS.** All employers shall comply with the Employment of Illinois Workers on Public Works Act [30 ILCS 570/1 to 570/7].

**15.2 WAGE STANDARDS.**

**15.2.1 PREVAILING WAGE ACT:** Wages and benefits to employees shall comply with all Federal and State of Illinois statutes pertaining to public works projects and specifically: Wages of Employees on Public Works [820 ILCS 130/1 - 12].

**15.2.2** Not less than the prevailing rate of wages as determined by the Park District or the Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. All contractor's bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this bid specification or contract.

**15.2.3** The terms "general prevailing rate of hourly wages", "general prevailing rate of wages" or "prevailing rate of wages" when used in this Act mean the hourly cash wages plus fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

**15.2.4 PREVAILING WAGE ACT/FOIA**  
Contractors and subcontractors shall submit certified payroll on a monthly basis to the Park District in compliance with requirements of 820 ILCS 130/5. These records will be kept by the Park District for three years and may be reviewed by others through the Freedom of Information Act (FOIA). The Park District will exclude employee's address, telephone number, and social security number from public inspection.

**15.3 SAFETY STANDARDS.**

**15.3.1 PROTECTION OF PERSONS AND PROPERTY:** The Contractor and his subcontractors shall, at all times, comply with applicable provisions of Federal, State and Local laws.

**15.3.1.1** The Contractor and his sub-contractors shall have written programs complying with Occupational Safety and Health Administration standards and/or Illinois Department of Labor requirements including, but not limited to the following: hazardous communications, hearing conservation, respirator use, confined space entry, scaffolding, ladders, ventilation, flammable and combustible liquids, and lockout/tagout. The

Contractor shall submit documentation of their programs at the request of the Owner's Representative, or Occupational Safety and Health Administration and/or Illinois Department of Labor officials.

#### **15.4 EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION/SEXUAL HARASSMENT**

**15.4.1** During the performance of the contract, the contractor agrees to the following:

**15.4.1.1** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

**15.4.1.2** That, if it hires additional employees in order to perform his contract or any portion thereof, it will determine the availability (in accordance with the Rules and Regulations of the Illinois Department of Human Rights) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

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

**15.4.1.4** That it will have a written sexual harassment policy to include at the minimum, the following:

**15.4.1.4.1** a definition of sexual harassment under the law;

**15.4.1.4.2** a description of sexual harassment utilizing examples;

**15.4.1.4.3** a formalized complaint procedure;

**15.4.1.4.4** a statement of victim's rights;

**15.4.1.4.5** directions on how to contact the Illinois Department of Human Rights. Out-of-state companies must provide directions for filing with the enforcement agency within their state. Companies that issue a standard policy for all business locations must prepare an addendum providing directions on how to contact the appropriate enforcement agency; and

**15.4.1.4.6** A recitation that there cannot be any retaliation against employees who elect to file charges.

**15.4.1.4.7** In addition, it is recommended that the employer post a copy of the sexual harassment policy in a prominent and accessible location and distribute it in a manner to assure notice to all employees on an annual basis.

**15.4.1.4.8** The Illinois Human Rights Act specifically provides that all documents may meet, but cannot exceed, the sixth grade literacy level. Therefore, the employers sexual harassment policy must be stated in plain language and in "laymen's terms".

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

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

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

**15.4.1.8.** That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**15.4.2** In the event of the contractor's non-compliance with the provisions of the Illinois Human Rights Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations.

END OF SUPPLEMENTARY GENERAL CONDITIONS

# DIVISION 010000 GENERAL REQUIREMENTS

## SECTION 010000 - GENERAL

### A. SUMMARY OF THE WORK

1. The Work covered under this Contract consists of that work described by the Invitation to Bid, the Instructions/Supplemental Instructions to Bidders, the Bid/Proposal Form, the General/Supplemental Conditions of the Contract, these General Requirements, the Plans, and the Technical Specifications.
2. The Contractor shall be responsible for all items incidental to the scope of the Work intended by the bidding documents as per A.1 above, including but not limited to, expenses incurred by the requirements of various Sections of Division 010000, unless specifically stated otherwise herein.
3. Changes to the Work as required by approved Change Orders shall be at the expense of the Owner, however, requests for additional payments made after the fact will not be considered.

### B. OCCUPANCY BY OWNER.

1. The Owner reserves the right to occupy any portion of the project before it has been entirely completed, with the understanding that such occupancy shall in no way constitute acceptance of the work, in whole or in part, or of any work performed under the Contract, provided that such occupancy does not substantially interfere with completion of the work by the Contractor.

## SECTION 012600 - CHANGE ORDERS

### A. OWNER'S REPRESENTATIVE'S FIELD ORDERS

1. From time to time during progress of the Work the Owner's Representative may issue an "Owner's Representative's Field Order" which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.
2. Should the Contractor consider that a change in Contract Sum or Contract Time is required he shall submit an itemized proposal to the Owner's Representative **immediately and before proceeding with the Work**. If the proposal is found to be satisfactory and in proper order, the Field Order will be superseded by a Change Order.

### B. PROPOSAL REQUESTS

1. From time to time during the progress of work the Owner's Representative may issue a "Proposal Request" for an itemized quotation for changes to the Work which may result in a change to the Contract Sum or Contract Time. This document **is not a Change Order** and is not a direction to proceed with the changes described therein.

### C. CHANGE ORDERS

1. Change Orders are written documents describing changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof. Change Orders must be signed by both the Owner and the Architect/Owner's Representative prior to proceeding with the Work subject to the Change Order. **REQUESTS FOR "EXTRA'S" OR OTHER ADDITIONAL PAYMENTS OVER AND ABOVE THE CURRENT CONTRACT SUM WILL NOT BE CONSIDERED WITHOUT THE PRIOR, WRITTEN APPROVAL OF BOTH THE OWNER AND THE OWNER'S REPRESENTATIVE.**
  - a) INITIATION. Change Orders may be initiated by a "Field Order" or "Proposal Request" per paragraphs "A" and "B" above. In addition, either the Contractor or Owner (or Owner's Representative) may initiate a Change Order through:
    - 1) Discovery of a discrepancy in the Contract Documents,
    - 2) Discovery of concealed conditions or,
    - 3) Discovery, during the course of the Work, of methods of accomplishing the Work in a better or more economical manner.
  - b) PROCESSING CHANGE ORDERS.
    - 1) Change Orders will be dated and will be numbered in sequence.
    - 2) The Change Order will describe the change or changes, or will refer to the Proposal Requests or Field Orders involved.
    - 3) The Owner's Representative will issue three copies of each Change Order to the Contractor.
    - 4) The Contractor promptly shall sign all three copies and return them to the Owner's Representative.
    - 5) The Owner and Owner's Representative will retain two signed copies in their files, and will forward one signed copy to the Contractor.
    - 6) Should the Contractor disagree with the stipulated change in Contract Sum or change in Contract Time of Completion, or both:
      - i) The Contractor promptly shall return all three of the Change Orders, unsigned by him, to the Owner's Representative with a letter signed by the Contractor stating the reason or reasons for the Contractor's disagreement.
      - ii) The Contractor's disagreement with the Change Order shall not in any way relieve the Contractor of his responsibility to proceed with the change as ordered and to seek settlement of the dispute under pertinent provisions of the Contract Documents.

## SECTION 012900 – PAYMENT PROCEDURES

### A. SCHEDULE OF VALUES

1. Prior to the start of construction, submit a proposed Schedule of Values to the Owner's Representative which shows a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.
  - a) The Schedule of Values is required to be compatible (in the same format) with the Application for Payment "Continuation Sheet", AIA G703.
2. If not requested to submit additional data or to modify the submitted Schedule of Values within ten (10) days of submittal, the initially submitted Schedule shall be deemed approved.

B. APPLICATIONS FOR PAYMENT

1. Progress payments will be made only if specifically called for in the Agreement. In all other cases, the Contractor may submit an Application for Payment (3 copies) upon Substantial Completion (95% of the Contract Sum), with the balance of the Contract Sum to be paid at Final Completion.
  - a) **Paragraph #52 of the Supplementary General Conditions defines the documentation required for each payment request.**
  - b) Applications for payment shall be delivered to the Owner's Project Manager at:

Department of Planning, Design, and Construction  
Peoria Park District  
Bradley Park Equipment Service  
1314 N. Park Road  
Peoria, Illinois 61604

**SECTION 013100 - PROJECT MEETINGS**

A. PRECONSTRUCTION CONFERENCE

1. Conduct a preconstruction conference prior to the start of the Work, at the location of the Work. Provide attendance by the designated personnel of the Contractor, including Sub-contractor's and/or suppliers of major components of the Work, if requested by the Owner's Representative.
  - a) AGENDA. Discuss items of significance that could affect progress including such topics as:
    - 1) Tentative construction schedule.
    - 2) Critical Work sequencing.
    - 3) Designation of responsible personnel.
    - 4) Procedures for processing field decisions and Change Orders.
    - 5) Procedures for processing Applications for Payment.
    - 6) Distribution of Contract Documents.
    - 7) Submittal of Shop Drawings, Product Data and Samples.
    - 8) Preparation of record documents.
    - 9) Use of the premises.
    - 10) Office, Work and storage areas.
    - 11) Equipment deliveries and priorities.
    - 12) Safety procedures.
    - 13) First aid.
    - 14) Security.
    - 15) Housekeeping.
    - 16) Working hours.
    - 17) Permits and Permitting Agency Requirements

B. PROJECT MEETINGS

1. Project Meetings will be held per the schedule determined at the Preconstruction Conference, or as needed for proper coordination and administration of the project.
  - a) AGENDA
    - 1) Review and correct or approve minutes of the previous progress meeting.
    - 2) Review progress of the Work since last meeting, including status of submittals for approval.
    - 3) Identify problems which impede planned progress.
    - 4) Develop corrective measures and procedures to regain planned schedule.
    - 5) Complete other current business.

C. REPORTING

1. Distribute copies of the minutes of each meeting to each party present, and to other parties who should have been present, no later than three business days after each meeting.

**SECTION 013300 - SUBMITTALS**

A. Requirements for shop drawings, samples, mock-ups, product data, etc., relative to specific elements or components of the work are called out in the various sections of the Technical Specifications.

1. Submit items to allow for Owner's Representative's review and approval, potential re-submission if full approval is not given, ordering, delivery, fabrication time, etc., so as to allow the Work to proceed in a timely manner and in conformance with the project schedule.

B. OTHER CONTRACTOR SUBMITTALS

1. Unless otherwise modified the Contractor shall also submit:
  - a) A "bar chart" type proposed construction schedule, within ten days after award of the Bid.
  - b) Other submittals as required by other section of Division 010000.

C. Submission of the required Bonds and Certificate of Insurance are to be made prior to the Owner's issuance of a Notice to Proceed.

**SECTION 014000 – QUALITY/REGULATORY REQUIREMENTS**

A. GENERAL: Contractors shall comply with all laws, rules and regulations governing the work.

1. When Contractor observes that contract documents are at variance with specified codes, notify Owner's Representative in writing immediately. Owner's Representative will issue all changes in accord with General Conditions.
2. When Contractor performs any work knowing or having reason to know that the work is contrary to such laws, rules and regulations and fails to so notify the Owner's Representative, Contractor shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the contract documents are in accord with such laws, rules and regulations.

- B. SAFETY:
1. Comply with all federal, state, and local laws, rules and regulations governing the installation/construction of the work.
  2. Develop and utilize safety program and training for workmen and sub-contractor employees.
- C. TESTING
1. TESTS AND INSPECTIONS REQUIRED
    - a) Provide all tests and inspections required by governmental agencies having jurisdiction, as required by provisions of the Contract Documents and/or as specifically required by sections of the Technical Specifications.
  2. PAYMENT FOR TESTING
    - a) Include within the Contract Sum an amount sufficient to cover all testing, re-testing, and inspections required by the Contract documents and/or the Technical Specifications. Additionally pay for all testing and inspections required by all governmental agencies having jurisdiction.
      - 1) The Owner will pay for any testing and inspecting specifically requested by the Owner's Representative which are over and above those described in Paragraph 1.a) above.
      - 2) When initial tests (over and above those defined by 1.a) above) requested by the Owner's Representative indicate non-compliance with the Contract Documents, costs of initial tests associated with that non-compliance will be deducted by the Owner from the Contract Sum, and subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the costs thereof shall be paid by the Contractor.
  3. WAIVER OF INSPECTION AND/OR TESTS
    - a) Specified inspections and/or tests may be waived only by the specific written approval of the Owner's Representative, and **such waivers will be expected to result in credit to the Owner equal to normal cost of such inspection and/or test.**

#### SECTION 014200 - REFERENCE STANDARDS AND DEFINITIONS

- A. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed for performance of a required construction activity the Contractor shall obtain copies directly from the publication source.
  2. Although copies of standards needed for enforcement of requirements may be included as part of required submittals the Architect reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- B. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents they mean the recognized name of the trade association standards generating organization authority having jurisdiction or other entity applicable to the context of the text provision. Refer to the Encyclopedia of Associations, published by Gale Research Co. available in most libraries.
- C. Definitions: Architect, Owner's Representative, and Owner's Project Manager
1. **ARCHITECT:** The Architect shall be the person or entity designated by the Owner as the Owner's Representative and shall be identified as such in the Agreement Between Owner and Contractor, and is referred to throughout the Contract Documents as if singular in number and masculine in gender.
  2. **OWNER'S REPRESENTATIVE:** The duties of the Owner's Representative as listed in the Project Manual, include but are not limited to, construction phase observation and technical administration services.
    - a) **LIMITS OF AUTHORITY:** The Owner's Representative shall be authorized to provide approvals and interpretations concerning the plans, specifications and progress of the Work as bid, but is not authorized to change the scope of the Work on behalf of the Owner.
  3. **OWNER'S PROJECT MANAGER:** The Owner's Project Manager will represent, act on behalf of, and provide interface between the Owner and the Contractor in respect to contract administration and/or other matters which affect the scope of the Work.
    - a) Unless defined otherwise in the Project Manual, the Owner's Project Manager shall be a designated member of the Planning, Design, and Construction Division of the Peoria Park District.
    - b) The Owner's Project Manager will also be the Owner's Representative and will provide construction phase observation and technical administration services, if a consultant Architect has not been engaged to do so, by the Owner.

#### SECTION 015000 – TEMPORARY FACILITIES & CONTROLS

- A. MOBILIZATION
1. Furnish all labor, tools, materials, equipment, and incidentals necessary for preparatory work.
  2. Provide and establish personnel, equipment, supplies, materials, offices or buildings, and other facilities necessary to work on the project.
  3. Demobilize all of the above and remove temporary facilities at the completion of the project.
- B. BARRIERS, PROTECTION OF SITE AND PROPERTY
1. GENERAL
    - a) Owner's improvements to remain, existing utilities, as well as adjacent site improvements shall be protected from damage by barriers, guards and coverings. Damaged work shall be replaced or repaired to condition prevailing at time of signing of contract, at no additional cost to Owner.
    - b) Provide 6' high, continuous chain link or orange plastic (used materials acceptable) construction fence to prohibit unauthorized personnel or public entry from the site of the Work. (Substitutions may be considered; submit request in writing to the Owner's Representative.)
    - c) Contractor shall provide, erect and maintain additional planking, fences, protective canopies, railings, shoring, lights, warning signs, etc., as needed for the protection of adjacent property and the public.
  2. LANDSCAPE PROTECTION
    - a) All live, healthy trees, shrubs, etc. on the site or on the street fronts of the site, not specified to be removed and not interfering with installation of new work required hereunder, shall be protected against injury from construction operations.

- b) All shade trees which are to remain and which are liable to damage during the building operations, shall be properly boxed and protected from damage during the course of construction work as directed by the Park District. **No site-related work shall occur until the required tree protection (fencing, boxing, etc.) has been installed and approved by the Owner or his representative.**
    - 1) LIQUIDATED DAMAGES: The Owner reserves the right to charge the Contractor for damage to existing trees, and to deduct the charges from the amounts due the Contractor, based on the following schedule:
      - aa) Broken limbs 1" or over in diameter: \$50 per caliper inch of limb
      - bb) Trenching or grading within the tree dripline or 20' from the trunk, whichever is less, of trees 4" or over in caliper diameter: \$100 per tree/per foot within dripline, or within 20' minimum if applicable
      - cc) Damage to tree trunks, including "barking", nicking, gouging, etc. \$150 per caliper inch of tree, per each injury
3. BARRIERS/CONSTRUCTION FENCE MATERIALS
- a) 2" open mesh chain link fence, 72" high minimum, galvanized, with appropriately sized posts; gates where indicated.
  - b) Alternate barrier fencing materials may be acceptable, however, no additional payments will be made on account of approval of alternate barrier/safety fencing materials.
  - c) Materials may be new or used, if in serviceable condition.
4. WATCHMAN SERVICE
- a) The Owner will not be responsible for loss due to theft or other damage which is not covered under Property Insurance. The Contractor shall make such arrangements for watchman service as he considers necessary and he shall be responsible for all loss or damage of his property, equipment, material, etc., at the site, and he shall make good such damage or loss without any additional cost to the Owner.
5. EXISTING IMPROVEMENTS - PROTECTION
- a) The Contractor shall be entirely responsible for all injuries to water pipes, electric conduits or cables, drains, sewers, gas mains, poles, telephones and telegraph lines, streets, pavements, sidewalks, curbs, culverts, retaining walls, building walls, foundation walls, or other structures of any kind met with during the progress of the Work, and shall be liable for damages to public or private property resulting therefrom.
- C. CONSTRUCTION ACCESS, ROADS, AND PARKING AREAS
1. CONTRACTOR'S USE OF PREMISES
- a) The Contractor shall require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.
2. CONSTRUCTION ACCESS
- a) To avoid traffic conflict with vehicles of the Owner's employees and customers, and to avoid over-loading of streets and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to the route shown (IF SHOWN) on the Drawings as "Access Route". If access route is not shown on the Drawings, coordinate construction access and routes with the Owner's Project Manager.
  - b) Do not permit such vehicles to park on any street or other area of the Owner's property except in the area shown on the Drawings as "Contractor's Parking Area". If not shown on the drawings, the Contractor's Parking Area shall be as designated by the Owner's Project Manager.
  - c) Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.
3. SECURITY
- a) Restrict the access of all persons entering upon the Owner's property in connection with the Work to the Access Route and to the actual site of the Work.
- D. TEMPORARY ENVIRONMENTAL CONTROLS
1. GENERAL
- a) Provide temporary environmental controls at the site of the Work to ensure that construction operations have no harmful effects on adjacent properties and on members of the public who may come in proximity to the Work, and/or the employees of the Owner who are engaged in regular daily tasks and operations and are unable to be relocated to another work site during construction operations.
  - b) Owner reserves the right to stop the Work, at the Contractor's expense, until the Contractor provides necessary control measures for the conditions listed below; additionally, the Owner reserves the right to perform or have performed necessary control measures, should the Contractor refuse to do so at the time requested and to deduct the cost of those expenses from the amount due the Contractor.
2. DUST CONTROL
- a) Provide dust control materials to minimize dust from construction operations. Prevent air-borne dust from dispersing into the atmosphere.
3. WATER CONTROL
- a) Control surface water to prevent damage to the project, the site and adjoining properties.
    - 1) Control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas; direct drainage to proper runoff channels or storm drainage utilities.
  - b) Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
  - c) Dispose of drainage water in a manner to prevent flooding, erosion silting, or runoff of silt or sediment or other damage to all portions of the site or to adjoining properties.
4. RODENT CONTROL
- a) Provide rodent control to prevent infestation of construction or storage areas.
    - 1) Use methods and materials which will not adversely affect conditions at the site or on adjoining properties.
5. DEBRIS CONTROL
- a) Maintain all areas free of extraneous debris, waste, and rubbish.
6. POLLUTION CONTROL
- a) Prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
  - b) Provide equipment and personnel, perform emergency measures to contain all spillages, and to remove contaminated soils or liquids.
    - 1) Excavate and dispose of all contaminated earth off-site. Replace with suitable compacted fill and topsoil.
  - c) Take special measures, as necessary, to prevent harmful substances from entering public waters, including lakes, streams, intermittent drainage channels, and storm or sanitary sewers.
7. EROSION CONTROL

- a) Plan and execute construction and earthwork in a manner to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
  - 1) Schedule the Work to minimize the areas of bare soil exposed at one time, if possible.
  - 2) Provide temporary control measures such as berms, dikes, and drains to prevent runoff of silt or sediment from the site.
  - 3) Comply with Section 015713.

**E. PROJECT IDENTIFICATION AND SIGNAGE**

1. GENERAL

- a) Provide and install project identification sign, if located and/or called out on the Drawings.

2. SUBMITTALS

- a) Provide shop drawing(s) of proposed sign/sign installation to Owner's Representative for approval, prior to installation

3. INSTALLATION

- a) Provide project sign as detailed on Drawings
- b) If not detailed on Drawings provide project identification sign per the following minimum requirement:
  - 1) Content
    - aa) Name of project
    - bb) Name of Owner
    - cc) Name of Architect(s) and major consultants
    - dd) Names of Contractor and major subcontractors
    - ee) Allow additional 200 characters of text explaining the project
  - 2) Construction
    - aa) Size: 4' x 8'
    - bb) Materials: Min. 5/8" AC DFPA Exterior Plywood, with (2) 4" x 4" x 12' long pressure treated post supports
    - cc) Paint: paint front and back, seal edges, provide content as approved by Owner's Representative. Conform to recognized sign painting standards in selection of paint materials. Use only professional sign painter with three years minimum experience to apply sign graphics and lettering.
  - 3) Install sign in a manner consistent with length of time of construction operations. Remove sign and fill post holes at project completion.

**F. FIELD OFFICES**

1. TEMPORARY FACILITIES

Provide and pay for temporary (new, or used if in serviceable condition) facilities and controls needed for the Work, if called out on the Drawings, which may include, but are not necessarily limited to:

- a) Temporary utilities such as heat, water, electricity, and telephone;
- b) Field office for the Contractor's personnel (required if shown on the Drawings; otherwise at the Contractor's option and expense).
  - 1) Conform with requirements for Engineer's Field Office Type B, as defined in Article 646.04 of the Standard Specifications for Road and Bridge Construction - Illinois Department of Transportation.
- c) Sanitary facilities;
- d) Enclosures such as tarpaulins, barricades, and canopies;
- e) Temporary fencing of the construction site;
- f) Project sign.

2. Comply with Federal, State, and local codes and regulations.

- a) Maintain temporary facilities and controls in proper and safe condition throughout the progress of the work. The Contractor is responsible for conformance with all safety codes and regulations for all Work under his jurisdiction, including that of Sub-Contractors.

3. Locate temporary facilities as shown on the Drawings, or as approved by the Owner's Representative if not shown on the Drawings.

**SECTION 015713 – EROSION & SEDIMENT CONTROL**

**A. RELATED DOCUMENTS**

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

**B. SUMMARY**

1. This Section includes the following:

- a) Site erosion and sediment control
- b) Silt fencing
- c) Ditch checks
- d) Erosion control blankets
- e) Culvert and inlet protection
- f) Stabilized entrance

2. Related Sections include the following:

- a) Division 31 – Earthwork.
- b) Division 32 – Exterior Improvements.

3. Erosion and Sediment Control Statement: The Peoria Park District takes the issue of construction related erosion and sediment control extremely seriously. The Peoria Park District is a community leader in the conservation and protection of our area's natural resources. This project will be watched closely by both staff and citizens for compliance with erosion and sediment control regulations and specifications.

**C. QUALITY ASSURANCE**

1. Materials and methods of construction shall comply with the following standards:

- a) Illinois Department of Transportation



- b) City of Peoria

#### D. PRODUCTS

##### 1. Silt Fencing

- a) Fabric for silt fencing shall consist of woven or nonwoven filaments of polypropylene, polyester, or polyethylene. Fabric shall be resistant to degradation by ultraviolet light and heat exposure. Fabric shall be rot, insect, and mildew proof, and have a high resistance to tearing.
  - 1) Fabric shall comply with the following physical properties:

aa) Grab tensile strength (lb) – ASTM D4632	200 (min)
bb) Grab elongation @ break (%) – ASTM D4632	12
cc) Burst strength (psi) – ASTM D751	250 (min)
dd) Trapezoidal tear strength (lb) – ASTM D4533	75
ee) Width (ft)	3.5 (min)
ff) Weight (oz/sq. yd) – ASTM D3776	4.0
gg) Equivalent opening size	30 (nonwoven)
hh) (EOS) sieve no. – Corps of Engrs. CS-02215	50 (woven)

##### 2. Ditch Checks

- a) Ditch checks will consist of silt fencing with the addition of wire reinforcement.
- b) Wire shall be 9 gauge.
- c) Alternate: Straw bales may be used in lieu of silt fencing

##### 3. Posts

- a) Posts shall be standard “T” or “U” steel posts or wood with a minimum cross section of 3 square inches. Posts shall be a minimum of 60” in length. Posts shall be driven a minimum of 24” into the ground.

##### 4. Erosion Control Blankets

- a) Excelsior Blanket: Excelsior blanket shall consist of a machine produced mat of wood excelsior of 80% 6” or longer fiber length. The wood from which the excelsior blanket is cut shall be properly cured to achieve adequately curled and barbed fibers.
  - 1) The blanket shall be of consistent thickness, with the fiber evenly distributed over the entire area of the blanket. The excelsior blanket shall be covered on the top side with a 90 day biodegradable extruded plastic mesh netting having an approximate minimum opening of 16 x 16 mm (5/8 x 5/8 in.) to an approximate maximum opening of 50 x 25 mm (2 x 1 in.). The netting shall be substantially adhered to the excelsior blanket by a knitting process using biodegradable thread or by an applied degradable adhesive. The netting shall be substantially adhered to the excelsior by a knitting process using biodegradable thread. The netting shall be entwined with the excelsior blanket for maximum strength and ease of handling.
  - 2) The excelsior blanket shall comply with the following:

aa) Minimum width, ± 25 mm (1 in.)	600 mm (24 in.)
bb) Minimum mass ± 10%	0.34 kg/sm (0.63 lb/sq yd)
cc) Minimum length of roll, approximately	45 m (150 ft)
  - 3) The excelsior blanket shall be smolder resistant.

##### 5. Culvert And Inlet Protection

- a) Culvert protection shall consist of a ditch check immediately upstream of every culvert entrance. Ditch check shall be installed to protect culvert interior from sedimentation.
- b) Inlet protection shall consist of purpose made devices by:
  - Dandy Products, Inc.
  - P. O. Box 1980
  - Westerville, Ohio 43086-1980
  - Phone: 1-800-591-2284
  - Fax: 740-881-2791
  - [www.dandyproducts.com](http://www.dandyproducts.com)
  - [dlc@dandyproducts.com](mailto:dlc@dandyproducts.com)or
  - NILEX, Inc.
  - 15171 E. Fremont Drive
  - Centennial, CO 80112
  - Phone: 1-800-537-4241
  - Fax: 303-766-1110
  - [www.nilex.com](http://www.nilex.com)
  - [denver@nilex.com](mailto:denver@nilex.com)
- c) “Or Equal” substitutions may be made with prior approval of Owner’s Representative.

##### 6. Stabilized Entrance

- a) Stabilized entrance shall consist of coarse aggregate laid over geotextile fabric.
- b) Dimensions: 70’ long by 14’ wide.
- c) Geotextile Fabric: as per requirements of “silt fencing”.
- d) Aggregate: IDOT Class CA-1, CA-2, cA-3, or CA-4.

#### E. EXECUTION

##### 1. Site Erosion And Sediment Control

- a) Contractor is responsible for fulfilling terms of City of Peoria Erosion Control Permit and all applicable portions of the “Erosion, Sediment, and Stormwater Control Ordinance of the City of Peoria”.
- b) Install control devices as shown on erosion control plan.
- c) Install additional measures as needed to control erosion and sedimentation on the site.

##### 2. Silt Fencing Installation

- a) Install silt fencing according to details in plans. The silt fence shall be entrenched to a minimum depth of 8”.
- b) The silt fence shall be installed on the contour, with the ends extending up-slope.
- c) Install silt fencing before commencing site clearing work.

3. Ditch Check Installation
  - a) Install ditch checks according to details in plans.
  - b) Install ditch checks at locations shown on plans.
  - c) Install additional ditch checks as needed to control erosion within drainage swales as site conditions and weather dictate.
  - d) Install ditch checks immediately after swales are graded.
4. Erosion Control Blankets Installation
  - a) Install erosion control blankets as needed to control erosion in drainage swales and at the direction of the Owner's Representative.
  - b) Anchor stakes shall be driven at a spacing of 2 feet on center.
5. Culvert And Inlet Protection Installation
  - a) Install culvert protection at upstream entrances to all culverts.
  - b) Install culvert protection to intercept waterborne silt and sediment and prevent it from entering culvert pipes.
  - c) Install immediately after culvert installation.
  - d) Install inlet protection according to manufacturer's written instructions at each inlet immediately after inlet construction.
6. Stabilized Construction Entrance Installation
  - a) Install stabilized construction entrance and other approved measures as necessary to limit tracking of soil on to all paved surfaces.
  - b) Comply with all City of Peoria codes limiting tracking of soil on to City streets.
7. Maintenance
  - a) Inspect silt fences after each rainfall. Repair fencing, failures, end runs, and erosion cuts immediately.
  - b) Remove soil from silt fencing after each rainfall.
  - c) Erosion control maintenance and repair shall be considered incidental to the contract.
  - d) Tracked soil and sediment shall be removed from all paved surfaces on a daily basis.
  - e) Replace or provide new erosion and sediment control measures as needed during construction to provide protection to site and surrounding property for the entire time of construction, or until project is complete.
8. Close-Out
  - a) Remove silt fencing and other erosion and sediment control devices after lawn or seeding has been established.
  - b) Soil deposits remaining in place after silt fence is no longer required shall be dressed to conform to existing grade, and seeded with appropriate seed material.

## SECTION 016000 – PRODUCT REQUIREMENTS

### A. MATERIALS AND EQUIPMENT

1. STANDARD SPECIFICATIONS
  - a) Reference herein to known standard specifications of governmental agencies or technical societies shall refer to the latest edition of such specifications, adopted and published at date of these Specifications.
2. MANUFACTURED ARTICLES
  - a) All manufactured articles, materials and equipment to be incorporated in the work shall be new (unless otherwise specified) and of the quality specified and shall be used, erected, installed, connected, cleaned and conditioned as directed by and in conformity with job conditions to produce the best results obtainable.
    - 1) Field measurements for all special products and materials which requires close tolerances or fitting into other items or components of the Work shall be taken on the job by the party furnishing the materials.
3. QUALITY ASSURANCE
  - a) Per the Supplementary Instructions to Bidders, the Bidder by submission of a signed bid form, agrees to install products and equipment by brand and model name or names specified in the Technical Specifications, Divisions 02-35. Substitutions are allowed only in conformance to the following:
    - 1) Proprietary Specification Requirement: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
    - 2) Semiproprietary Specification Requirement: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted
      - aa) Where either of the two cases above prevail, and the named product is accompanied by "or approved equal" substitutions will be allowed only upon written approval of the Owner's Representative prior to submission of bids.
    - 3) Non-Proprietary Specification Requirement: When the Specifications lists products or manufacturers that are available and are accompanied by "or equal", the Contractor may propose any available product that complies with the Specifications' requirements; however, the Owner's Representative shall determine if the produced item complies with those requirements.
    - 4) Descriptive Specification Requirement: Where Specifications describe a product or assembly listing exact characteristics required, with or without use of a brand, trade, or model name, provide a product or assembly that provides the characteristics and otherwise complies with the Contract Documents.
    - 5) Performance Specification Requirement: Where Specifications require compliance with performance requirements, provide products or assembly that comply with these requirements and are recommended by the manufacturer for the application indicated.
    - 6) Compliance with Standards, Codes, and Regulations: Where the Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standard, code, or regulation specified.
  - b) VISUAL MATCHING AND SELECTION. Where the Specifications require matching an established sample or call for "as selected", the Owner's Representative's decision will be final on whether a proposed product matches satisfactorily.

### B. STORAGE AND PROTECTION

1. GENERAL
  - a) Contractor shall provide and maintain:
    - 1) Storage for materials and equipment to be installed in Project.
    - 2) Protection and security for stored materials and equipment, on and off site.
    - 3) Protection of existing on-site elements to remain.

- 4) Protection of adjacent properties improvements
2. METHODS
    - a) Store off grade and cover with impervious material all moisture or water vulnerable materials.
    - b) Store finished products and equipment in an enclosed building, on or off site.
    - c) Maintain integrity of shipping cartons until ready for installation.
    - d) Provide separate storage for combustible and non-combustible products.
    - e) Follow storage recommendations of product and equipment manufacturers.
    - f) Other methods shall be subject to Owner's prior written approval.
  3. The Contractor shall maintain an emergency phone number where a contact person can be notified at any time, Sundays and holidays included, of an emergency condition due to the work which requires immediate repair or protection.
- C. SUBSTITUTIONS
1. See "SECTION 016000 – A. MATERIALS AND EQUIPMENT" for requirements pertaining to substitution of specified materials, products, equipment, etc.
  2. Contractor may propose substitute materials, products, equipment, etc., after award of the Bid; however, such proposals are expected to result in a cost savings to the Owner and/or higher quality Work at no additional cost to the Owner.
- D. WARRANTIES AND BONDS
1. GENERAL
    - a) This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
    - b) Warranties for the Work and products and installations of each Contractor shall be one (1) year unless specified otherwise in the individual Sections of Divisions 02 through 35.
    - c) Disclaimers and Limitations:
      - 1) Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Contractors required to countersign special warranties with the Contractor.
      - 2) The responsibility of the Contractor in respect to the required warranties shall not be relieved or limited in any way by the failure of installed components, equipment, materials, etc., due to naturally occurring and/or re-occurring conditions at the site or area of the Work including, but not limited to:
        - aa) ground and soil conditions, especially as related to frost heave;
        - bb) high wind velocities (except those exceeding velocities normally used for calculating wind loading at the site of the Work);
        - cc) rain and water damage (unless caused by winds exceeding normal design limits);
        - dd) ice/snow loading on structures
        - ee) and other naturally occurring or re-occurring site conditions
      - 3) The Contractor shall notify the Owner's Representative, prior to the award of the contract, of any part or component of the Work that is, in his opinion, not designed to accommodate the existing, naturally occurring, or re-occurring conditions of the site, and whether or not a change in the proposed methods of construction, types of equipment, etc., will affect the bid price.
        - aa) Should the proposed change in construction methods, equipment type, etc., result in additional expense, the Owner reserves the right to request proposals from the other bidders and to make award the contract based on the bid amount which includes the proposed change.
  2. WARRANTY REQUIREMENTS
    - a) Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
    - 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 cost: 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: Written 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, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
      - aa) Rejection of Warranties: The Owner reserves the rights to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
    - e) The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
    - f) For specific warranty requirements related to landscape materials, refer to the applicable Section.
3. SUBMITTALS
    - a) Submit written warranties to the Owner's Representative prior to the date certified for Substantial Completion. If the Owner's Representative'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 Owner's Representative.

- 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 Owner's Representative within fifteen days of completion of that designated portion of the Work.
- b) Form of Submittal: At Final Completion, compile two copies of each required warranty and bond 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.
- c) Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
- d) 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.
- e) Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the project title or name, and the name of the Contractor.
- f) When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

## **SECTION 017300 – EXECUTION**

### **A. GEOTECHNICAL DATA**

1. If the Owner has caused borings or other subsurface investigations to be made, the data or report pursuant to these investigations will be included in the Project Manual, as an Appendix, and labeled as such.
2. The Owner and Owner's Representative do not guarantee the accuracy or validity of the data, nor do they assume any responsibility for the Contractor's interpretation of the data.
3. The Contractor's may, at his option, perform additional subsurface investigation, however, it shall be at the Contractor's sole expense.

### **B. FIELD ENGINEERING**

Provide such field engineering services as are required for proper completion of the Work including, but not limited to:

1. Establishing and maintaining lines and levels
2. Structural design of shores, forms, and similar items provided by the Contractor as part of his means and methods of construction.
3. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks and control points. Preserve permanent reference points during construction.

### **C. COORDINATION OF TRADES AND SUB-CONTRACTORS**

1. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operation of all trades, sub-contractors, or materials and men engaged upon the work. He shall be prepared to guarantee to each of his subcontractors the dimensions which may be required for fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together properly and fit the work to receive, or be received by that of other contractors.
2. When two or more prime contracts are being executed at one time in such manner that the work on one contract may interfere with the work of another, the Owner's Representative shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts may progress at the same time and in what manner.
  - a) The Contractor shall not cause any unnecessary hindrance or delay to any other contractors on the premises, and shall be responsible for all damages done to the work of other contractors caused by him or by his employees.

### **D. REFERENCE AND CONTROL POINTS PROVIDED BY OWNER**

In addition to layout procedures provided by the Contractor for proper performance of the Contractor's responsibilities:

1. Locate and protect existing control points before starting work on the site.
2. Preserve permanent reference points during progress of the Work.
3. Do not change or relocate reference points or items of the Work without specific approval from the Owner's Representative.
4. Promptly advise the Owner's Representative when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
5. Upon direction of the Owner's Representative, require the field engineer to replace reference stakes or markers.
6. Locate such replacement according to the original survey control.

### **E. REFERENCE AND CONTROL POINTS PROVIDED BY THE CONTRACTOR**

1. If not provided by the Owner (and defined as the responsibility of the Owner in the Contract Documents) establish sufficient general reference points in the form of permanent bench marks, grade stakes or other markers as will enable the Contractor to proceed with the Work.
2. The Contractor may lay out his own work, or cause the Work to be laid out by a qualified party such as a Registered Land Surveyor or a Professional Engineer, as necessary.
3. The Contractor shall establish and be responsible for all lines, elevations and measurements of the structure utilities, installations, and other Work executed by him under the contract.
  - a) Exercise proper precautions to verify the figures and dimensions shown on the drawings before laying out the work; be responsible for any error resulting from failure to exercise such precaution.

## **SECTION 017329 - CUTTING AND PATCHING**

### **A. CHASES AND OPENINGS**

1. The Contractor is responsible for the provision and/or coordination of all chases, openings and recesses required by work of his own forces, subcontractors or separate contractors.
  - a) Each subcontractor or separate contractor shall be responsible for furnishing advance information to the General Contractor as to exact dimensions and locations of such chases and openings, and shall provide and set in place all necessary sleeves, inserts and forms.
  - b) Openings shall be accurately located, neatly cut, and no larger than necessary. Provide all rebuilding, patching, refinishing and painting required to restore the construction to original condition.
2. Provide shoring, bracing, and support as required to maintain structural integrity of the project.

3. Provide protection from cutting and patching operations as required for other portions of the project; protect the Work and existing improvements in proximity to the cutting and patching operations from the elements.

#### **SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT & DISPOSAL**

##### **A. PERIODIC CLEANING**

1. Each Contractor shall clean up after his own work as needed and/or ensure that sub-contractors clean up after their work and remove accumulations of waste, debris, and rubbish caused by construction operations.
  - a) Remove all waste, rubbish and debris on a daily basis (if needed), as they accumulate, and after completion of the Work.

##### **B. PROJECT COMPLETION**

1. On completion of the project, the entire job shall be cleaned up and left in perfect condition, including adjacent areas.
  - a) Marred surfaces shall be patched or repaired and touched up to match adjoining surfaces.
  - b) All rubbish shall be removed from the site before acceptance.
  - c) New surfaces and/or exposed elements of the Work shall be protected from stain and marring. These surfaces shall be cleaned to the satisfaction of the Owner's Representative or replaced if said stains or mars are unable to be completely removed

##### **C. GOVERNMENTAL REGULATIONS**

1. Conduct cleaning and disposal operations in compliance with Federal, State and local ordinances and anti-pollution laws and regulations.

#### **SECTION 017700 - PROJECT CLOSEOUT**

##### **A. GENERAL**

Work includes:

1. Substantial Completion.
2. Final Completion
3. Closeout submittals.
4. Instruction

##### **B. SUBSTANTIAL COMPLETION**

1. Prepare and submit the list ("punch-list") required by the first sentence of Paragraph 9.8.2 of the General Conditions.
  - a) Within a reasonable time after receipt of the list the Owner's Representative will inspect to determine status of completion. Should the Owner's Representative determine that the Work is not Substantially Complete:
    - 1) The Owner's Representative will so notify the Contractor, in writing, giving the reasons therefore.
    - 2) Remedy the deficiencies and notify the Owner's Representative when ready for reinspection.
    - 3) The Owner's Representative will reinspect the Work.
  - b) When the Owner's Representative concurs that the Work is Substantially Complete:
    - 1) The Owner's Representative will prepare a "Certificate of Substantial Completion" on AIA form G704, accompanied by the Contractor's list of items to be completed or corrected, as verified and approved by the Owner's Representative.
    - 2) The Owner's Representative will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

##### **C. FINAL COMPLETION**

1. Prepare and submit the notice required by the first sentence of Paragraph 9.10.1 of the General Conditions.
  - a) Verify that the Work is complete including, but not necessarily limited to, the items mentioned in Paragraph 9.8.2 of the General Conditions. Certify that:
    - 1) the Contract Documents have been reviewed;
    - 2) the Work has been inspected for compliance with the Contract Documents;
    - 3) the Work has been completed in accordance with the Contract Documents;
    - 4) equipment and systems have been tested as required, and are operational;
    - 5) the Work is completed and ready for final inspection.
  - b) The Owner's Representative will make a final inspection to verify status of completion and if all "punch-list" items have been completed, and upon receipt of the Contractor's Final Application for Payment, issue a Certificate of Final Completion. Should the Owner's Representative determine that the Work is incomplete or defective:
    - 1) The Owner's Representative will so notify the Contractor, in writing, listing the incomplete or defective work.
    - 2) Remedy the deficiencies promptly, and notify the Owner's Representative when ready for reinspection.
  - c) FINAL APPLICATION FOR PAYMENT
    - 1) Submit a final Application for Payment to the Owner's Representative, showing all adjustments to the Contract Sum.
    - 2) If needed, the Owner's Representative will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.
    - 3) Include final waivers of lien from the Contractor, sub-contractors, and major suppliers.
    - 4) Final payment will not be released until all close-out submittals have been made, final cleaning has been performed, and required instruction(s) to Owner's personnel have been accomplished.

##### **D. CLOSEOUT SUBMITTALS**

1. When the Owner's Representative determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals. Closeout submittals include, but are not necessarily limited to:
  - a) Project record documents described in "Section 017839".
  - b) Operation and maintenance manuals/data as described in "Section 017823".
  - c) Warranties and bonds as described in "Section 016000".

- d) Keys and keying schedule;
- e) Spare parts and materials extra stock;
- f) Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
  - 1) Certificates of Inspection, as required
  - 2) Certificate(s) of Occupancy
- g) Certificates of Insurance for products and completed operations;
- h) Evidence of payment and release of liens.
  - 1) Consent of Surety to Final Payment
  - 2) Contractor's Final Waiver of Lien
  - 3) Separate releases or Waivers of Lien for sub-contractors, suppliers and others with lien rights against the Owner, together with a list of those parties.
- i) List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

## **SECTION 017823 - OPERATING/MAINTENANCE MANUALS & INSTRUCTION**

### **A. GENERAL**

1. Compile operating/product data and related information appropriate for Owner's maintenance and operation of products and equipment provided under the Contract.
2. Instruct Owner's personnel in operation and maintenance of products, equipment and systems.
3. OPERATIONS AND MAINTENANCE DATA REQUIRED:
  - a) Operating and maintenance manuals are required for each area of Work which is listed below, if that area of Work is included within the scope of Work of the project:
    - 1) HVAC
    - 2) Plumbing
    - 3) Electrical
    - 4) Materials and finishes

### **B. OPERATIONS/MAINTENANCE MANUALS - FORM OF SUBMITTAL**

1. Prepare operating and maintenance manuals in the form of an instructional manual, utilizing heavy-duty, durable 3-ring vinyl covered loose-leaf binders, for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder. Provide when drawings or diagrams are required as part of the manual.
2. Provide sturdy manila or kraft envelope, accordion type file folder, or cardboard file boxes, properly labeled, of sufficient size to contain all submittals.
3. Submit one copy of data in final form at least fifteen days before final inspection. This copy will be returned within fifteen days after final inspection, with comments. After final inspection make corrections or modifications to comply with the Owner's Representative's comments and submit three copies of each approved manual to the Owner's Representative
4. WARRANTIES, BONDS AND SERVICE CONTRACTS
  - a) Provide a copy of each warranty, bond or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to be followed in the event of product failure. List circumstances and conditions that would affect validity of the warranty or bond. Provide list for each product containing name, address, and phone number of:
    - 1) Contractor.
    - 2) Subcontractor.
    - 3) Maintenance contractor, as appropriate.
    - 4) Local supply source for parts and replacement.
  - b) Identify area of responsibility of each contractor.

### **C. MANUAL FOR MATERIALS AND FINISHES**

1. Submit two (2) copies of complete manual in final form.
2. Refer to individual Specification Sections for additional requirements on care and maintenance of materials and finishes.
3. Content for products, applied materials and finishes:
  - a) Manufacturer's data, giving full information on products.
    - 1) Catalog number, size, composition.
    - 2) Color and texture designations.
    - 3) Information for re-ordering special-manufactured products.
4. Instructions for care and maintenance.
  - a) Manufacturer's recommendations for types of cleaning agents and methods.
  - b) Cautions against cleaning agents and methods detrimental to product.
  - c) Recommended cleaning and maintenance schedule.
5. Moisture-Protection and Weather-Exposed Products: Provide complete manufacturer's data with instructions on inspection, maintenance and repair of products exposed to the weather or designed for moisture-protection purposes.
6. Manufacturer's Data: Provide manufacturer's data giving detailed information, including the following, as applicable:
  - a) Applicable standards.
  - b) Chemical composition.
  - c) Installation details.
  - d) Inspection procedures.
  - e) Maintenance information.
  - f) Repair procedures.

### **D. INSTRUCTION**

1. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work including, but not limited to;

- a) Mechanical
  - b) Water supply
  - c) Electrical service/distribution and lighting
  - d) Other items or systems as required in individual sections of the Technical Specifications
2. Instructions for the Owner's Personnel: For instruction of the Owner's operating and maintenance personnel, use experienced instructors thoroughly trained and experienced in the operation and maintenance of the equipment or system involved.

**SECTION 017839 - PROJECT RECORD DOCUMENTS (AS-BUILTS)**

- A. DOCUMENTS REQUIRED AT SITE
- 1. The Contractor shall maintain at the job site one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Contract modifications.
    - a) Each of these project record documents shall be clearly marked "**Project Record Copy**"
    - b) Shall be maintained in good condition
    - c) shall be available at all times for inspection by the Park District, and shall not be used for construction purposes.
- B. Project-record drawings shall be marked up to show significant changes made during construction progress, referenced to visible and accessible features of the structures. Project-record drawings shall be kept current and no work shall be concealed until required information has been recorded.
- C. Record-documents shall be submitted in satisfactory condition to the Park District at the completion of the project. **FINAL COMPLETION OF THE PROJECT WILL NOT BE ATTAINED, AND FINAL PAYMENT WILL BE WITHHELD, UNTIL PROJECT "AS-BUILTS" ARE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.**

END OF GENERAL REQUIREMENTS

DIVISION 1 – GENERAL REQUIREMENTS  
Section 01 35 16 – Alteration Project Procedures

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. Each Contractor:

1. Coordinate work of other crafts and subcontractors.
2. Schedule elements of remodeling and renovation work to expedite completion.
3. Schedule noisy or hazardous work to avoid problems with Owner's operations.
4. In addition to demolition specified in Section 02 41 19.51, and that shown on Drawings, cut, move or remove existing construction to provide access or to allow remodeling and new work to proceed. Include, by respective trade:
  - a. Repair or remove hazardous or unsanitary conditions.
  - b. Remove abandoned piping, conduit and wiring.
  - c. Remove unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings and equipment, and debris such as rotted wood, rusted metals and deteriorated concrete, and unsuitable roofing materials.
  - d. Clean surfaces. Remove surface finishes to install new work and finishes.
5. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a neat transition to adjacent new construction.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 02 41 19.51 – Minor Demolition for Remodeling.

1.3 SEQUENCE AND SCHEDULES

- A. Schedule work in sequences and within times coordinated with Owner.

1.4 ALTERATIONS, CUTTING AND PROTECTION



- A. Assign moving, removal, cutting and patching work to crafts qualified to perform the work in a manner to cause least damage to each type of work, and provide means of restoring surfaces to appearance of new work.
- B. Perform cutting and removal work to minimize removals, and in a manner to avoid damage to adjacent work.
  - 1. Cut finish surfaces such as masonry, tile, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division.
- C. Perform existing and new work from weather and temperature extremes.
- D. Protect existing and new work from weather and temperature extremes.
  - 1. Maintain existing interior work above 55 degrees F.
  - 2. Provide weather protection, waterproofing, heat and humidity control to prevent damage to remaining existing work and to new work.
- E. Provide temporary enclosures where noted, to separate work areas from existing building and/or from areas occupied by Owner, and to provide weather protection.

## 2. PRODUCTS

### 2.1 SALVAGED MATERIALS

- A. Salvage sufficient quantities of cut or removed materials to replace damaged work of existing construction, when material is not readily obtainable on current market.
  - 1. Store salvaged items in a dry, secure place on site.
  - 2. Items not specified for use in repair work remain Owner's property.
  - 3. Do not use salvaged or used material in new construction except with prior written authorization from Architect.

### 2.2 MATERIALS FOR PATCHING, EXTENDING AND MATCHING

- A. Ensure that work is complete:
  - 1. Provide same materials or types of construction as that in existing structure, to patch, extend or match existing work.

- a. Contract Documents may not define products or standards of quality of work present in existing construction.
  - b. Determine products by inspection and testing.
  - c. Determine quality of work by use of existing as sample of comparison.
2. Presence of a product, finish or type of construction requires that patching, extending or matching be performed to make work complete and consistent to identical quality standards.

### 3. EXECUTION

#### 3.1 REMOVE EXISTING CONSTRUCTION

- A. Temporary Removals: Certain items as noted on Drawings.
  1. Remove, store, clean and re-install certain items as noted on Drawings in original location.
  2. Temporarily move conduit, cables, and wiring at roofs and building walls away from immediate work areas and re-set and re-secure in original locations after work is complete.
- B. Remove and relocate: Certain materials and building items as indicated on Drawings.
- C. Remove and dispose of:
  1. Materials required for removal, but not designated or not suitable for reuse.
- D. Items to be moved and reinstalled, or removed by Owner.
  1. Wall mounted shelving, brackets, decorative figures, signs, etc.

3.2 PERFORMANCE. Patch and extend existing work using skilled workers capable of matching existing quality of work. For patched or extended work, provide quality equal to that specified for new work.

#### 3.3 ADJUSTMENTS

- A. Where walls, partitions, or cabinets, etc. are removed, patch floors, walls and ceilings with finish materials to match existing as closely as possible.
  1. Where removal of partitions results in adjacent spaces becoming one, rework floors and ceilings to provide smooth planes without breaks, steps or bulkheads.

2. Where extreme change of plane of two inches or more occurs, request instructions from Architect.

### 3.4 DAMAGED SURFACES

- A. Patch and replace all portions of existing finished surfaces found to be damaged, uneven or not level, with holes, discolored, or showing other imperfections, with matching material.
  1. Provide adequate support prior to patching the finish.
  2. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
  3. When existing surface cannot be matched, refinish entire surfaces to nearest adjacent wall intersections.

### 3.5 TRANSITION FROM EXISTING TO NEW WORK

- A. When new work abuts or finishes flush with existing work, make a smooth transition. Patched work shall match existing adjacent work in texture and appearance as closely as possible.
  1. When finished surfaces are cut in such a way that a smooth transition with new work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface.

### 3.6 CLEANING

- A. Perform construction cleaning as specified in General Requirements.
  1. Clean Owner occupied areas adjacent to and where work is being accomplished.
  2. Clean all spillage, overspray and heavy dust accumulations in Owner occupied areas immediately.
- B. At completion of work of each craft, clean area and make surfaces ready for work of successive crafts.
- C. At completion of alterations work in each area, provide final cleaning in accord with General Requirements and return space to a condition as originally found and suitable for use of Owner.

END 01 35 16

DIVISION 02 – EXISTING CONDITIONS  
Section 02 41 19.51 - Minor Demolition for Remodeling

1. GENERAL

1.1 WORK INCLUDES

A. Base Bid: General Contractor:

1. Remove and dispose of designated portions of existing construction, including but not limited to steel framed glass exhibit panels, raised concrete platforms, cage enclosures, portions of masonry walls, carpeting, doors, frames, accessories, heating equipment and system piping, lighting fixtures, devices, conduit and wiring, and other items as indicated on Drawings and described herein.
2. Provide adequate sized “dumpster(s)” for temporary placement of items of demolition and refuse for all Trades. Schedule and pay for periodic removal of trash filled dumpsters throughout course of Project. Coordinate all estimated quantities of refuse to be generated and periods of peak usage with each sub-contractor.

1.2 RELATED WORK

A. Specified elsewhere:

1. 01 35 16 – Alteration Project Procedures.
2. Respective Specification Sections.

1.3 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.

2. PRODUCTS (Not applicable)

3. EXECUTION

3.1 PREPARATION

- A. Protect existing materials and surfaces not designated to be removed.
- B. Protect existing items not indicated to be demolished.

- C. Disconnect, remove, and cap designated utility services within demolition areas shown on Drawings, or as may be required.
- D. Mark location of disconnected utilities. Identify and indicate capping locations on Project Record Documents.

### 3.2 EXECUTION

- A. Demolish in an orderly and careful manner. Protect existing adjacent construction not designated for removal.
- B. Immediately remove demolished materials from site.
- C. Remove and replace (or reinstall), as noted, fixtures and equipment which are in the way of the remodeling work and are not designated to be demolished.
- D. Remove materials to be reinstalled or retained in manner to prevent damage. Store and protect.
- E. Remove items designated to be kept by Owner and deliver as directed.
- F. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
- G. Do not burn or bury materials on site.
- H. Remove demolished materials from site as work progresses. Upon completion of work, leave areas in clean condition.
- I. Touch-up all surfaces marred, blemished or left exposed unfinished as a result of the remodeling work; remedial finishes shall match adjacent existing finishes.
- J. Where construction or existing items are removed, patch and touch-up adjacent surfaces (including floor, base, walls and ceiling), affected by demolition, with respective matching finishes.
- K. Where holes, gaps, cracks or unfinished surfaces occur as a result of required removals, they shall be patched and refinished (when remaining exposed), to match adjacent existing or new designated finishes, to the satisfaction and approval of the Owner's Representative.

END 02 41 19.51

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES  
Section 06 05 01 - Carpentry Work

1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid: General Contractor to provide all carpentry work, furring, sheathing, insulation, blocking, trim, and related items necessary to complete the work indicated on the Drawings and specified herein.

1.2 RELATED WORK

- A. Specified Elsewhere:
1. 09 21 16 – Gypsum Board Assemblies.
  2. 09 90 00 – Painting and Coating.

1.3 QUALITY ASSURANCE

- A. Qualifications of:
1. Workers (Fabrication Shop and/or Jobsite):
    - a. Provide an adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.
- B. Regulatory Requirements:
1. Regulatory Agencies:
    - a. Underwriter's Laboratories, Inc: Fire Hazard Classifications for Treated Lumber & Plywood.
    - b. American Wood Preservers Association: Standards for Preservative Treated Lumber & Plywood Quality.
    - c. National Forest Products Association: Span Tables.
    - d. National Forest Products Association (NFPA): Softwood Lumber, National Design Specification for Working Stresses.
- C. Shop fabricate carpentry work to extent feasible and where shop fabrication will result in better level of quality than feasible for on-site fabrication.

D. Source Quality Control:

1. Grade Mark

- a. Grade Stamp to contain symbol of grading agency certified by Board of Review, American Lumber Standards Committee, mill number or name, grade of lumber, species or species grouping, or combination designation, rules under which graded where applicable, and condition of seasoning at time of manufacturer.
- b. Identify plywood as to species, grade and glue type by the stamp of the American Plywood Association.
- c. Identify plywood as to species, grade and glue type by the stamp of the American Plywood Association.

E. Submit samples of exposed insulation products for approval.

1.4 REFERENCES

A. Standards:

1. American Society for Testing & Materials (ASTM): ASTM E 84-77a, Surface Burning Characteristics of Building Materials.
2. American Wood Preservers Association (AWFA):
  - a. C 20-74, Structural Lumber, Fire-Retardant Treatment by Pressure Process.
  - b. P-5, Preservative Treatment.
3. Federal Specifications (FS):
  - a. FF-U-105B(3), Nails, Wires, Brads, & Staples, INTAMD4.
  - b. FF-S-111b, Screws, Wood.
  - c. TT-W-550, Preservative Treated Lumber.
  - d. TT-W-571, Wood Treatment Process.
4. National Forest Products Association (NFPA):
  - a. National Design Specifications for Wood Construction, 1977.
  - b. Wood Structural Design Data.
  - c. National Design Specifications for Stress-Grade Lumber and its Fastenings.
5. Product Standards (PS):
  - a. PS I-74, Construction and Industrial Plywood.

- b. PS 20-70, American Softwood Lumber Standard.
- 6. Southern Pine Inspection Bureau (SPIB):
  - a. Standard Grading Rules for Southern Pine Lumber.
- 7. Western Wood Products Association (WWPA):
  - a. Standard Grading Rules for Western Lumber, 1977.
  - b. Product Use Manual.
- 8. American Plywood Association (APA): Plywood Specification and Grade Guide.

## 1.5 PROJECT CONDITIONS

- A. Verify actual jobsite measurements before making shop drawings.
- B. Fit carpentry work to other work; scribe and cope as required for accurate fit.
- C. Correlate location of furring, nailer, blocking, grounds and similar supports to allow proper attachment of other work.

## 2. PRODUCTS

### 2.1 MATERIALS

- A. Lumber, General:
  - 1. Nominal sizes are indicated, except as shown on detail dimensions.
  - 2. Provide actual sizes as required by PS 20, for moisture content specified for each use.
  - 3. Provide dressed lumber, S4S, unless otherwise indicated.
  - 4. Provide kiln dried seasoned lumber with 19% maximum moisture content at time of dressing.
  - 5. Framing members to be Douglas Fir, Southern Yellow Pine or S.P.F. FS-MM-0075, No. 2 or better.
    - a. Minimum allowable fiber stress in bending: 1250 psi.
    - b. Modulus of Elasticity: 1,600,000 psi.
- B. Boards: Where lumber less than 2 in. in nominal thickness and 2 in. or more innominal width is shown or specified, provide boards dressed S4S complying with dry size requirements or PS 20.



C. Miscellaneous Lumber:

1. Provide wood for support or attachment or other work such as cant strips, bucks, nailers, blockings, furring, grounds, stripping and similar members.
2. Provide lumber of sizes shown or specified, worked to shapes shown, and as follows:
  - a. Grade:
    - 1.) Provide Construction Grade light framing size lumber of any species or board size lumber, as required.
    - 2.) Provide Construction Grade boards (RIS or WCLB) or No. 2 boards (SPIB or WWPA).

D. Plywood:

1. American Plywood Association PS-1; exterior grade, preservative treated.

E. Anchorage and Fastening Materials:

1. Select proper type, size, material and finish for each application.
2. Comply with following:
  - a. Nails and staples: FS FF-N-105 (hot-dipped galvanized at exterior locations).
  - b. Tacks: FS FF-N-103.
  - c. Wood screws: FS FF-S-111.
  - d. Bolts and studs: FS FF-B-575; ASTM A307.
  - e. Nuts: FS FF-N-836.
  - f. Washers: FS FF-W-92.
  - g. Lag screws or lag bolts: FS FF-B-561.
  - h. Expansion shields, expansion nails and drive screw devices: FS FF-S-325.
  - i. Toggle Bolts: FS FF-B-5889.
  - j. Bar or strap anchors: ASTM A 107 carbon steel bars.
  - k. Miscellaneous screws, washers, clips, anchors and other fasteners as required to properly secure wood members.
3. Miscellaneous materials: Provide all other materials not specifically described but required for a complete and proper installation, as selected by the contractor, subject to the approval of the Architect.

F. Preservative Treated Wood:

1. Provide preservative-treated wood for all framing, blocking, furring, nailing strips built into exterior masonry walls, wood in contact with ground, concrete or CMU, wood elements in conjunction with gravel stops, wall caps and roofing, and where so noted on Drawings.
2. Comply with EPA and listed preservative treatment standards of the American Wood Preservers Association.

G. Fibrous Glass Blanket Insulation:

1. Glass and resinous binders forming into flexible blankets complying with ASTM C 665-84.
2. Density: 1.0 lb. per cu. ft. minimum.
3. Thermal conductivity (aged k-value at 75°F): .27.
4. Blankets to be Kraft faced, where concealed, except at roofing application.
5. See Drawings for sizes, thicknesses, R-values and applications required.
6. Miscellaneous Materials:
  - a. Adhesive for bonding insulation: type recommended by insulating Manufacturer.
  - b. Vapor Barrier: 6 mil polyethylene sheeting.
  - c. Mastic Sealer: type recommended by insulation Manufacturer for bonding edge joints of vapor barrier.
  - d. Plastic strap type or metal tie bands to be as recommended by insulation Manufacturer for secure installation.

H. Hanging Thermal/Acoustical Blankets:

1. Black fibrous glass blanket with an abuse resistant surface (without markings).
2. Square cut edge, 1" thick by 48" wide blanket from roll stock.
3. R-Value to be 4.2 minimum.
4. Material weight: 1 ½ pounds per cubic foot.
5. Product to be equivalent to CertainTeed "Certapro Acoustablanket".

3. EXECUTION

3.1 INSPECTION

- A. Inspect location of installation prior to starting work in this Section. Correct unsatisfactory conditions which would affect the proper timely completion of this work. Do not proceed until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Measurements: Before proceeding with any carpentry, framing, sheathing and siding work required to be fitted to other construction, obtain measurements and verify dimensions as required for accurate fit.
- B. Machine and sand millwork and wood work to comply with the requirements of standards for the specified grade.

### 3.3 INSTALLATION - ROUGH CARPENTRY

- A. Discard units of material with defects which might impair quality of work, and units which are too small to fabricate work with minimum joints or optimum joint arrangement.
- B. Set carpentry work accurately to required levels and lines with members plumb and true and accurately cut and fitted.
- C. Blocking and Bridging:
  - 1. Install blocking as required to support items of finish and to cut off concealed draft openings, both vertical and horizontal, between ceiling and floor areas.
- D. Preservative-Treated Wood Products:
  - 1. Apply two brush coats of same preservative used in original treatment to all sawed or cut surfaces of treated lumber.
- E. Fastening:
  - 1. Nailing:
    - a. Use only common wire nails or spikes of the dimension shown on the Nailing Schedule, except where otherwise specifically noted on the Drawings.
    - b. For conditions not covered in the Nailing Schedule provide penetration into the piece receiving the point of not less than 2 the length of the nail or spike, provided, however, that 16d nails may be used to connect two pieces of 2" (nominal) thickness.
    - c. Nail without splitting wood.
    - d. Prebore as required.
    - e. Remove split members and replace with members complying with the specified requirements.

2. Bolting:
    - a. Drill holes 1/16" larger in diameter than the bolts being used.
    - b. Drill straight and true from one side only.
    - c. Do not bear bolt threads on wood, but use washers under head and nut where both bear on wood, and use washers under all nuts.
  3. Screws:
    - a. For lag screws and wood screws, prebore holes same diameter as root of threads, enlarging holes to shank diameter for length of shank.
- F. Attachment and Anchorage:
1. Securely attach carpentry work to substrates by anchoring and fastening as shown and as required by recognized standards.
  2. Install fasteners without splitting of wood; pre-drill as required.
- G. Fasteners:
1. Use common wire nails, except as otherwise shown or specified herein.
  2. Use finishing nails for exposed work.
  3. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials.
- H. Wood Grounds, Nailers, Blocking and Sleepers:
1. Provide wherever shown and where required for screeding or attachment of other work.
  2. Provide grounds of dressed, key-bevelled lumber not less than 1-1/2" wide and of the thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds where no longer required. Where indicated as permanent grounds, provide treated lumber.
- I. Wood Furring: Install plumb and level with closure strips at edges and openings. Shim with wood as required.
- J. Framing: Comply with applicable recommendations of NFPA for the fabrication and installation of wood framing and sheathing.
1. Cut framing square on bearings, closely fitted, accurately set to required lines and levels and plumb; secure rigidly in place at bearings and connections. Use bolts and strap iron where indicated or required to get best possible results.

2. Frame members for passage of pipes and ducts to avoid cutting structural members. Do not cut, notch, or bore framing members for passage of pipes or conduits without permission. Reinforce framing members as directed where damaged by cutting.
- K. Plywood: Comply with the recommendations of the American Plywood Association (APA) for the fabrication, installation and nailing of plywood work. Provide thickness shown.
- L. Miscellaneous Framing:
1. Do not cut, notch, or bore framing members for passage of pipes, ducts, or conduits or for other reasons except as shown on the Drawings or as specifically approved in advance by the Architect.
  3. In addition to framing operations normal to the fabrication and erection indicated on the Drawings, install wood blocking and backing required for the work of other trades.
- M. Hanging Thermal/Acoustical Blankets:
1. At exposed, vertically draped conditions, hang each blanket panel straight, taut and plumb, secured by retaining channels from existing plaster ceiling down to top of suspension system for new ceiling.
  2. Hang each panel in 3" vertical lap fashion uniformly in curved line as shown on Drawings, avoiding gaps between panels.
  3. Loop tie or clamp tie bottoms of each lap point to new ceiling grid behind curved fascia as shown.

### 3.4 INSTALLATION - FINISH CARPENTRY

- A. Work Requirements:
1. Cut moldings and shapes sharp and true.
  2. Built-up items shall be glued as well as mechanically fastened.
  3. Blind nail where possible; set finishing nails, used on exposed faces.
  4. Install running trim in long lengths, with joints mitered, staggered and only where solid fastenings can be made.
  5. Scribe, miter, and join members accurately and neatly to detail.
  6. Leave work free from defects in any exposed part.
  7. Finish exposed wood per Section 09 90 00.

### 3.5 ADJUST AND CLEAN

#### A. Cleaning:

1. Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the Work. Keep area free from accumulation of sawdust, cut-ends, debris and tools.
2. Remove accumulated refuse from job site and legally dispose.
3. Upon completion of this portion of the Work, thoroughly broom clean all surfaces.
4. Clean all exposed hardware.

#### B. Prior to Substantial Completion of Project:

1. Correct all ill-fitting wood sections, accessories, trim and hardware; replace damaged pieces.
2. Clean up all exposed and semi-exposed surfaces, including removing sawdust, dirt, labels, unused fasteners, adhesive marks, blemishes and knicks from all surfaces.

END 06 05 01

DIVISION 8 - OPENINGS

Section 08 10 01 - Doors, Frames & Finish Hardware

1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid: General Contractor to provide new doors and frames, glazing, and finish hardware of types, function, material and sizes shown on Drawings and as specified herein.

1.2 RELATED WORK

- A. Specified Elsewhere:
1. 09 90 00 – Painting and Coating.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with the following requirements:
1. ANSI A117.1 - Specifications for Making Buildings and Facilities Accessible To and Usable by Physically Handicapped People (where applicable).
  2. BHMA - Builders' Hardware Manufacturers Association.
  3. DHI - Door and Hardware Institute.
  4. AWI - Architectural Woodwork Institute.
  5. NWWDA - National Wood Window and Door Association.
  6. SDI - Steel Door Institute.
  7. Federal Americans with Disabilities Act-Accessibility Guidelines (ADA-AG), where applicable.
- B. Provide steel doors and frames manufactured by a single firm specializing in production of this type of work. Comply with following Steel Door Institute Standards:
1. Recommended Specifications for Standard Steel Doors and Frames; SDI 100.
  2. Recommended Erection Instructions for Steel Frames; SDI 105.
- C. Comply with State of Illinois Safety Glazing Materials Act, and with ANSI Z 97.1.

## 1.4 SUBMITTALS

### A. Manufacturer's Data:

1. Door Manufacturer's and hardware Manufacturer's respective product data specifications and installation instructions for each type of door and item of hardware required, including other data as may be required to show compliance with specified requirements.
2. Include details of core and edge construction, and trim for openings.
3. Include finishing specifications for doors to receive factory-applied shop finish.
4. Include certifications as may be required to show compliance with specifications.
5. Wood door color samples.

### B. Shop Drawings:

1. Shop drawings indicating the location and size of each door, elevation of each kind of door, details of construction, location and extent of hardware blocking, and other pertinent data.

### C. Hardware Schedule:

1. Complete Schedule of finish hardware per each door type, including keying schedule.

## 1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect doors during transit, storage and handling to prevent damage, soiling and deterioration.
- B. Package hardware items individually. Label and identify package with door opening code number to match Hardware Schedule.
- C. Provide special wrenches and tools applicable to each different or special hardware component, supplied by Manufacturer.

## 1.6 WARRANTY

### A. Door Manufacturer: Provide written warranty against warping, racking and fabrication separation of doors:

1. Minimum term of Five (5) Years for steel doors.
2. Minimum term of Twenty (20) Years for wood doors.

### B. Respective Hardware Manufacturers: Provide written warranty for minimum of three (3) years against defective operation of all self-closing devices.



## 2. PRODUCTS

### 2.1 WOOD DOORS

#### A. Solid-Core Wood Doors:

1. Type II water-resistant bond; 1 3/4" thick.
  - a. Extra Heavy Duty Performance Standard for Flush Doors.
2. Core Construction: Solid wood block, wood particleboard, or mineral with wood lock blocks, as required by door manufacturer to comply with specified warranty period. Reinforce door core to receive hardware.
3. Face Panels: Manufacturer's standard 5 (minimum) ply face panels.
  - a. Veneer species to be Select Red Oak, rotary cut. 1/28" minimum veneer thickness, selected for matching color and grain.
4. Moisture content of wood material is not to exceed 6% to 12% range.
5. Provide labeled fire-rated doors of required rating specified on Drawings.

#### B. Fabrication Requirements:

1. In accordance with the standard specifications of the NWMA and bearing NWMA grade mark.
2. Openings: Cut and trim openings through doors and panels as shown and where required. Comply with the applicable requirements of the referenced standard for the types of doors specified.
3. Fabricate and machine wood doors to provide consistent clearances as indicated.
  - a. Hinge and lock edges: Provide standard 1/8" in 2 inches bevel at edges, unless standard bevel would not properly match hardware bevel; provide proper bevel for hardware.
  - b. Make neat mortises and cutouts for door hardware indicated, including housing, latch cylinder and plate, and matched butts.
  - c. Fabricate and trim each door to size at factory to coordinate with measured frames and floor finishes, where doors will be installed.

#### C. Exposed Surfaces for Transparent Finish:

1. Provide same exposed surface material on both faces of each door, unless noted otherwise.
2. Where solid core or paneled interior wood doors are shown or scheduled to receive a transparent finish, provide Manufacturer's standard thickness face veneers of the following quality: Quality: NWMA I.S.I

Good/custom grade face veneers of the species and cut shown or scheduled. Sharp contrast not permitted at veneer joints. Provide exposed edges and other exposed solid wood components of any finished wood species.

3. Doors shall be factory or shop finished.

D. Acceptable Manufacturers:

1. Algoma Hardwoods, Inc.; Algoma, WI 54201.  
Phone: 1-800/239-9451.
2. Graham Manufacturing Corporation; Mason City, IA 50401.  
Phone: 1-800/672-8110.
3. Karona, Inc.; Caledonia, MI 49316.  
Phone: 1-800/829-9233.
4. Marshfield Door Systems, Inc.; Marshfield, WI 54449.  
Phone: 1-800/869-3667.
5. Mohawk Flush Doors, Inc.; Northumberland, PA 17857.  
Phone: 1-570/473-3557.
6. Simpson Door; McCleary, WA 98557.  
Phone: 1-800/952-4057.
7. VT Industries; Holstein, IA 51025.  
Phone: 1-800/827-1615.

## 2.2 STEEL DOORS AND FRAMES

A. Acceptable Manufacturers:

1. Amweld Building Products, Inc., Garrettsville, OH 44231.
2. Ceco Door Products/ASSA ABLOY; Milan, TN 38358.
3. CURRIES Co.; Mason City, IA 50401.
4. The Kewanee Corporation; Chicago, IL 60638.
5. Mesker Industries, Inc.; Huntsville, AL 35811.
6. Pioneer Industries, Inc.; Hackensack, NJ 07601.
7. Republic Builders Products Company; McKenzie, TN 38201.
8. Steelcraft, (IR); Cincinnati, OH 45242.

B. Materials:

1. Hot-Rolled Steel Sheets and Strips: Provide commercial quality carbon steel, pickled and oiled, complying with ASTM A569 and ASTM A568.
2. Cold-Rolled Steel Sheets: Provide commercial quality carbon steel Type E, matte finish, complying with ASTM A366 and ASTM A568.
3. Supports and Anchors: Provide units galvanized after fabrication, where built into exterior walls, complying ASTM A 153, Class B.

4. Inserts, Bolts and Fasteners: Provide Manufacturer's standard units, except hot-dip galvanize all items to be built into exterior walls, complying ASTM A153.
5. Shop-Applied Paint: Provide Manufacturer's standard shop-applied prime paint to all metal surfaces, over bonderized base.
6. Core: Urethane, full thick at exterior doors.
7. Sheet steel used for exterior doors and frame sections and steel supports used for all doors and frames shall be galvanized A525 or G60.
8. Provide metal vision panel stops for door and frame borrowed lights.

C. Fabrication:

1. Fabricated steel units to be rigid, neat in appearance and free from defects, accurately formed to required sizes and profiles.
  - a. Where practicable, fit and assemble units in Manufacturer's plant.
  - b. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at project site.
  - c. Dress all welded joints on exposed surfaces flush and smooth to be invisible when prime painted.
  - d. Use of metallic filler to conceal manufacturing defects is not acceptable.
  - e. Provide U.L. labeled fire-rated doors and frames as indicated on Drawings.
2. Steel Gauges:
  - a. Doors:
    - 1) Stiles and rails: 16 gauge.
    - 2) Channel frames: 14 gauge for exterior doors.
    - 3) Reinforcement for closers and operating hardware: 14 gauge.
    - 4) Face panels: 18 gauge.
  - b. Interior frames: 18 gauge.
3. Finish Hardware Preparation:
  - a. Prepare steel door units at Manufacturer's plant to receive mortised and concealed finish hardware, including cutouts, reinforcing, drilling and tapping, for hinges, closers, latches, strikes, etc.
  - b. Comply with applicable requirements of ANSI A115, Specifications for Door and Frame Preparation.

- c. Prepare for other mortised and concealed finish hardware to templates of Manufacturer of each finish hardware item required to work.
  - d. Reinforce all doors for closers.
  - e. Reinforce steel units at Manufacturer's plant to receive surface applied hardware.
    - 1) Verify actual positions on doors for reinforcing steel plates for closers, hinges, brackets, and new panic exit devices, etc. Drill and tap for surface applied finish hardware at project site during installation.
  - f. Drill stops to receive, and provide three (3) rubber silencer buttons on frame strike jamb.
4. Shop Painting:
- a. Clean, treat and paint all surfaces of fabricated hollow and metal units, including galvanized surfaces, whether concealed or exposed in finished work.
  - b. Remove mill scale, rust, oil, grease, dirt and other foreign materials and bonderize before application of shop coat of paint.
  - c. Apply shop coat of baked-on prime paint of even consistency to provide uniform finished surface ready to receive field-applied paint.
5. Steel Doors and Frames:
- a. Provide steel doors of types and styles indicated on Drawings or schedules and complying with SDI 100 for minimum materials and construction requirements.
  - b. Provide steel frames for doors, transoms, sidelights, borrowed lights and other openings as indicated and of Types scheduled on Drawings.
    - 1) Conceal all fastenings unless otherwise shown, countersink exposed screws using Phillips flat-head screws.
    - 2) Fully-welded construction, mitered corners.
  - c. Frame Anchoring:
    - 1) Base anchors: Manufacturer's standard, one (1) per vertical frame leg at floor.
    - 2) Jamb anchors: Manufacturer's standard metal rods or strap:

- a) Minimum of 3 per jamb for all frames under 7' – 6" high.

## 2.3 FINISH HARDWARE

### A. Item and Acceptable Manufacturers:

1. Hinges: Hager, Ives, McKinney, or Stanley.
2. Locksets & Cylinder Locks: Sargent (Assa Abloy).
3. Closers & Door Holders: LCN, Norton, or Sargent.
4. Pulls, Push Plates, Armor Plates & Kick Plates: Hager, Brookline, Hiawatha, Inc., Ives or Stanley.
5. Bumper Stops: Glynn-Johnson, Ives, Stanley or Trimco.
6. Miscellaneous Items: as respectively listed.

### B. Hardware shall be fully equivalent in design, function and quality to devices specifically named by any one of the Manufacturer's and Types listed below:

#### 1. Hinges:

- a. All hinges (butts) shall be 5-knuckle type, flat button tips with non-corrosive, non-rising pins, (NRP type).
- b. Butt size to be 4-1/2" x 4-1/2" with 1-1/2 pair per door (minimum), unless noted otherwise in Schedule.
- c. Butts shall be .180 gauge stainless steel: Hager BB1199, Ives, McKinney T4A-T4B3386, or Stanley FBB199.

#### 2. Closers:

- a. Heavy duty/commercial grade with hold-open capability.
  - 1) Hold-open feature not permitted on fire-rated doors.
- b. Large doors need additional travel stops.
- c. Exterior door closers to be equipped with heavy duty limiting holder.
- d. Self-closing devices shall be of the proper size and capacity for the door as recommended by the Manufacturer.
- e. Provide all brackets, drop plates, and any accessory required to insure proper, stable installation.
- f. In listing the closers in the hardware schedule, the supplier shall show type, size, finish, accessories, and degree of opening for each item.
- g. Closers shall be adjustable non-sized, non-handed with individual regulating valves which provide sweep and latching speed control,

back check positioning and strength of back check (ADA compliant).

h. Acceptable Models:

Norton UNI B 8500  
LCN 4041 CUSH-N-STOP  
Sargent 350 PS

3. Cylindrical Locksets:

- a. Locksets for doors to be medium commercial duty cylindrical type with lever handles, 2-3/8" backset and concealed fastener mounting.
- b. Hardware to meet ANSI A156.2, 1996 Series 4000 Grade 2.
- c. Keyway to consist of solid brass 6 pin cylinder with interchangeable core.
- d. Assembly shall be complete with all operating components, wrought brass trim, 1/2" throw latches with plate, curved lip strike plate, etc.
- e. Lockset unit shall be equivalent to Sargent 6500 Line, with "B" Lever handle and rose.

4. Kick Plates:

- a. 16-gauge stainless steel, beveled edges countersunk screws. Width to be 2" less than door width.
- b. Plate height: Kick Plate 10".

5. Wrought/Cast 8" Pulls w/ Plates & Push Plates: Include matching finish fasteners and cut-outs for cylinder locks, where required. Acceptable Series:

Hager #1G/30S & 30S  
Ives #8305-8 & 8200  
Hiawatha  
Stanley

6. Wall Stops: cast aluminum wall bumpers with concave rubber:

- a. Glynn-Johnson #60C.
- b. Ives - #4012.
- c. Trimco - #1270.

C. Fasteners:

1. Furnish all finish hardware with all necessary screws, bolts and other fasteners of suitable size and type to anchor the hardware in position for long life under hard use.
2. Furnish fastenings where necessary with expansion shields, toggle bolts, hexbolts, and other anchors approved by the Architect, and appropriate for the material to which the hardware is to be applied.
3. All fastenings shall be of compatible material and match the finish of hardware.
4. Where exterior exposed fasteners are necessary (such as finish hardware items, glazing stops, etc.), they shall be stainless steel.

D. Keying:

1. The Contractor is responsible for the purchase of all keys and key cores required for all keyed locks.
2. A detailed key schedule and identified location list shall be provided for review and approval by the Owner.
3. The Contractor shall furnish three (3) keys per lock, matching Owner's master keying system with Sargent locks.

E. All other materials not specifically described but required for a complete and proper finish hardware installation shall be as selected by the Contractor, subject to the approval of the Architect.

F. Finishes: All locksets, cylinder locks, push and pull plates to match existing hardware finish.

### 3. EXECUTION

#### 3.1 INSPECTION AND PREPARATION

- A. Remove and properly dispose of existing doors and abandoned finish hardware.
- B. Make adjustments to new openings as required to ensure successful installation of new frames and casings, and hanging of new doors.

#### 3.2 INSTALLATION

- A. Manufacturer's Instructions: Install doors in accordance with approved shop drawings, Manufacturer's instructions and as shown. Adjust and shim metal frames as may be required for successful installation of new doors.
  1. Fit doors accurately in their respective frames with clearances as recommended; match mounting heights for butts and strap hinges.

2. Hang doors so that they swing free without resistance.
3. Level doors so that they will remain in any open position without moving.
4. Install remaining hardware after final door finish.
5. Adjust hardware per Manufacturer's requirements after installation of weatherstripping and door silencers.
6. Clearances:
  - a. 1/8" at jambs and heads.
  - b. 1/8" at meeting stiles for pairs of doors.
  - c. 3/4" from bottom of door to top of decorative floor finish or covering.
  - d. At threshold 1/4" clearance from bottom of door to top of threshold.

B. Finish Hardware:

1. Install hardware in accordance with Manufacturer's instructions and requirements of SDI, ANSI/NFPA 80, BHMA, and DHI.
2. Use the templates provided by hardware item Manufacturer.
3. Do not force hardware components into exceedingly tight mortised section of doors; hand sand/file inner mortised sides until hardware fit is snug, but not imposing stress on door construction.
4. Mount hardware items in conformance with applicable ADA standards.
5. Mount stops with concealed fastening, to meet leading edge of door handle, or door bottom.
6. Fit all hardware accurately and properly; Securely fasten all fixed parts. Sex-bolts may be used for mounting closers to wood doors, but exposed heads must be finished to match color of other door hardware.
7. Remove all exposed parts until after painter's finishing is completed, then reinstall.
8. Make sure operating parts move freely and smoothly without binding, sticking, or excessive clearance.
9. Examine all hardware for complete and proper installation.
10. Lubricate bearing surfaces of moving parts.
11. Adjust latching and holding devices to proper function.
12. Adjust door control devices to proper speed and power, per ADA requirements.
13. Test keys for conformance to approved keying schedule.
14. Clean all exposed surfaces.

### 3.3 FINISHING

A. Finish doors and frames per Door Schedules and Section 09 90 00.

1. All existing and new steel doors and existing and new frames listed in Door Schedule are to be painted.



2. All existing frames scheduled to be painted are to be lightly sanded to remove rust, shiny and oily surfaces, etc., with defects repaired prior to prime coating and painting.
3. All new wood doors are to be stained and polyed (factory finished).

### 3.4 ADJUST AND CLEAN

- A. Check and readjust all operating finish hardware installed for this Project, just prior to Substantial Completion.
- B. Clean all exposed surfaces of doors, frames and finish hardware.
- C. Leave work in complete and proper operating conditions.
- D. Replace defective hardware.
- E. Replace doors which are bowed, dented, gouged, warped, split, bent or otherwise defective.
- F. Rehang or replace doors which do not swing or operate freely, as directed by the Architect.
- G. Refinish or replace doors damaged during installation, as directed by the Architect.
- H. Protection of Completed Work: Protect installed doors from damage or deterioration until acceptance of work.

### 3.5 SCHEDULE OF FINISH HARDWARE

#### A. Hardware Set #1:

Door 1 shall receive:

- 3 Pr. Butts
- 2 Push & Pull Plates
- 2 Closers
- 2 Kickplates

#### B. Hardware Set #2:

Door 2 shall receive:

- 1-1/2 Pr. Butts
- Push & Pull Plates
- Closer
- Kickplate

C. Hardware Set #3:

Doors 3, 4, 5 & 6 each shall receive:

1 ½ Pr. Butts

Cylindrical Lockset

Wall Stop (omit at Dr. 5)

END 08 10 01

DIVISION 09 -FINISHES

Section 09 21 16 - Gypsum Board Assemblies

1. GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. General Contractor shall furnish and install all gypsum board products, steel studs, metal furring, finishing materials and treatment and related items necessary to complete the work indicated on Drawings and specified herein.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 06 05 01 - Carpentry Work.
2. 09 51 00 – Acoustical Ceilings.
3. 09 90 00 – Painting and Coating.

1.3 QUALITY ASSURANCE

A. Qualifications of:

1. Workers: Use adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Comply with current gypsum board terminology standard GA-505 by Gypsum Association.

C. Obtain gypsum board products from a single Manufacturer, or from Manufacturers recommended by the prime Manufacturer of gypsum boards.

1.4 SUBMITTALS

A. Product Data:

1. Submit Manufacturer's product specifications and installation instructions for each item and each system required in work
2. Include reports and other data as may be required to show compliance with these specifications.

3. Indicate by transmittal that copy of each instruction has been distributed to Installer.

## 1.5 DELIVERY, STORAGE & HANDLING

### A. Material Delivery and Storage:

1. Deliver in Manufacturer's unopened containers or bundles, identified with name, brand, type and grade.
2. Protect from exposure to weather.
3. Store inside in dry ventilated space.
4. Cover materials in manner to keep them dry, protected from weather, direct sunlight, surface contamination, corrosion and damage from construction traffic and other abuse.
5. Neatly stack gypsum board sheets flat to prevent sagging.

### B. Material Handling:

1. Handle gypsum board sheets to prevent damage to edges, ends or surfaces.
2. Protect steel items, metal corner beads and trim from being bent or damaged.

## 1.6 PROJECT/SITE CONDITIONS

- A. Environmental Requirements, General: Comply with requirements of referenced gypsum board application standards and recommendations of gypsum board Manufacturer, for environmental conditions before, during and after application of gypsum board products.
- B. Cold Weather Protection: When ambient outdoor temperatures are below 55°F(13°C) maintain continuous, uniform, comfortable building working temperatures of not less than 55° (13°C) for a minimum period of 48 hours prior to, during and following application of gypsum board and joint treatment materials or bonding of adhesives.
- C. Ventilation: Ventilate building spaces as required to remove water in excess of that required for drying of joint treatment material immediately after its application. Avoid drafts during dry, hot weather to prevent too rapid drying.

## 2. PRODUCTS

### 2.1 ACCEPTABLE MANUFACTURERS

- A. Centex American Gypsum Co.
- B. Georgia-Pacific Corp.

- C. National Gypsum Company, Gold Bond Building Products Division.
- D. United States Gypsum Co.

## 2.2 MATERIALS

### A. Furring and Suspension Members:

1. Main Runner Channels: 1-1/2 inch cold rolled painted channels weighing not less than 475 pounds per 1000 lineal feet.
2. Cross Furring Channels: Standard Metal Screw furring channels, 25 gauge galvanized steel.
3. Resilient Channels: Standard metal break clip.
4. Hanger Wire: 8 gauge galvanized wire.
5. Tie Wire: 12 gauge galvanized wire.
6. Clips: 1-1/2 inch drywall furring channel clip.

### B. Gypsum Board and Accessories:

1. Gypsum Board materials shall comply with requirements of ASTM C1396, "Standard Specification for Gypsum Board"; and be of thicknesses and types indicated, with tapered edge, 48 inches wide and in lengths as long as practical to minimize end-to-end butt joints. Comply with ASTM C 840 for application system and support spacing.
  - a. Regular type: 5/8" thick.
  - b. Type "X": 5/8" thick; U.L. fire rated (where noted).
  - c. Use moisture and mold resistant glass-mat, non-paper faced gypsum board complying with ASTM C1177 & C1658 where indicated on Drawings and in all locations subject to moisture exposure.
2. Fasteners: Screws, self-drilling, as recommended by the wall board Manufacturer, length 3/8" greater than the wall board thickness being fastened. Comply with ASTM C646 and C1002.
3. Trim Accessories: Provide Manufacturer's standard trim accessories of types indicated for drywall work, formed of galvanized steel unless otherwise indicated, with either knurled or perforated or expanded flanges for nailing or stapling, and beaded for concealment of flanges for nailing or stapling, and beaded for concealment of flanges in joint compound. Provide corner beads, L-type edge trim beads, U-type edge trim-beads, special L-kerf-type edge trim-beads, and one-piece control joint beads. Comply with ASTM C1047.
4. Joint Treatment Materials:
  - a. General: ASTM C475; type recommended by the Manufacturer for the application indicated, except as otherwise indicated.

b. Joint Reinforcing Tape: Cross-fibered paper, feathered edges and random perforations, ASTM AC475.

1) At M-R gypsum board work, use moisture and mold resistant glass mesh joint tape.

c. Joint Compound: Vinyl type powder or ready-mixed all purpose compound for embedding and finishing, as recommended by gypsum product Manufacturer. Provide two separate grades; one specifically for bedding tapes and filling depressions, and one for topping and sanding.

1) At M-R gypsum board work, use inorganic, setting type joint compound that is rated 10 when tested in accordance with ASTM D 3273 and evaluated per ASTM D 3274.

5. Miscellaneous Materials:

a. Provide auxiliary materials for gypsum drywall work of the type and grade recommended by the Manufacturer of the gypsum board.

b. Caulking: One component urethane, non-sag, gun grade elastomeric sealant. Provide product continuous where noted and at intersections of all dissimilar materials.

C. Steel Studs:

1. Material: Cold rolled galvanized steel of CW Type, unless otherwise noted.

a. Galvanizing process shall be in accordance with ASTM A924, with a G-90 coating in conformance with ASTM C995.

2. Width: As indicated on Details, or (where not indicated), as may be required.

3. Gauge: 20 (minimum for studs).

4. Provide all runners, tracks, splice plates, clip angles and screws.

### 3. EXECUTION

#### 3.1 INSTALLATION

A. The installation of all gypsum board systems, including metal furring system and stud erection, ceiling system erection, miscellaneous accessories and gypsum wallboard installation shall be in strict conformance with Manufacturer's instructions.

B. Gypsum Board Erection and Accessory Installation:

1. Comply with ASTM C840 and GA 216 for gypsum board application and finishing standards, along with manufacturer's recommendations.
2. Locate exposed end-butt joints as far from center of walls and ceilings as possible, and stagger not less than 24 inches in alternate courses of board.
3. Install wall/partition boards in manner which minimizes the number of end-butt joints or avoids them entirely where possible. At high wall areas install boards horizontally with end joints staggered over studs.
4. Install exposed gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16 inch open space between boards. Do not force into place.
5. Locate either edge or end joints over supports, except in horizontal applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Position boards so that like edges abutt, tapered edges against tapered edges and mill-cut or field-cut edges against mill-cut or field-cut ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions.
6. Attach gypsum boards to studs (or channels, as case may be) so that leading edge or end of each board is attached to open (unsupported) edge of stud (or channel) flange first.
7. Attach gypsum board to supplementary framing and blocking provided for additional support at openings and cutouts.
8. Space fasteners in gypsum board in accordance with referenced gypsum board application and finishing standard and Manufacturer's recommendations.
9. Fill and seal all openings around pipes, fittings and fixtures with a coat of approved mastic or waterproof flexible sealant.
10. Install corner beads at external corners.
11. Install metal edge trim when edge of gypsum board would otherwise be exposed or semi-exposed, and except where plastic trim is indicated. Provide type with face flange to receive joint compound except where "U" bead (semi-finishing type) is indicated.
  - a. Install "LC" bead where drywall construction is tightly abutted to other construction and back flange can be attached to framing or supporting substrate.
  - b. Install U-type trim where edge is exposed, revealed, gasketed, or sealant-filled (including expansion joints).

C. Finishing of Gypsum Board:

1. General: Surface finish shall correspond to and be commensurate with specified final coatings to be applied per category of finish quality under GA 214-07, "Recommended Levels of Gypsum Board Finish". Apply treatment at gypsum board joints (both directions), flanges of trim accessories, penetrations, fastener heads, surfaces defects and elsewhere as required to prepare work for decoration (this includes all exposed gypsum board work). Pre-fill open joints and rounded or beveled edges, if any, using type of compound recommended by Manufacturer.
  - a. Apply joint tape at joints between gypsum boards, except where trim accessories are indicated.
  - b. Apply joint compound in 3 coats (not including prefill of openings in base), and sand between last 2 coats and after last coat.
2. Partial Finishing: Omit joint compound application and sanding (tape joints only) on concealed gypsum board construction, or gypsum board which is noted to be covered by other fabricated materials, except for gypsum board which requires finishing to achieve fire-resistance rating, sound rating or to act as air or thermal barrier.

- D. Provide all necessary scaffolding, staging, ladders and similar items, as required for the proper execution of the work under this Section; remove from the premises when work is completed.

3.2 ADJUST AND CLEAN

- A. Keep premises in a neat, safe and orderly condition at all times during execution of work, free from accumulation of dust, cut-offs, debris, joint compound and tools.
- B. Upon completion of work, clean adjacent surfaces.
- C. Provide final protection and maintain conditions, in a manner suitable to Installer, which ensures gypsum board work being without damage or deterioration at time of substantial completion.

END 09 21 16



DIVISION 09 - FINISHES  
Section 09 51 00 - Acoustical Ceilings

1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid: General Contractor provide suspended, lay-in acoustical tile ceiling, exposed grid system, special curved trim, and heavy-duty upper support framing and suspension system, as indicated on Drawings and as specified herein.

1.2 RELATED WORK

- A. Specified Elsewhere:
1. 02 41 19.51 – Minor Demolition for Remodeling.
  2. 09 21 16 - Gypsum Board Assemblies.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications:
1. Firm with not less than 3 years of successful experience in installation of acoustical ceilings similar to requirements for this project and which is acceptable to manufacturer of acoustical units, as shown by current written statement from manufacturer.
- B. Fire Performance Characteristics:
1. Provide acoustical ceiling components that are identical to those tested for the fire performance characteristics listed herein, according to ASTM test method indicated, by UL or other testing and inspecting agency.
  2. Identify acoustical ceiling components with appropriate marking of applicable testing and inspecting agency.
  3. Surface Burning Characteristics: As follows, tested per ASTM E 84.
    - a. Flame Spread: 25 or less.
    - b. Smoke Developed: 50 or less.
- C. Coordination of Work:
1. Coordinate layout and installation of acoustical ceiling units and suspension system components with other supported by or penetrating through, ceiling, including light fixtures, HVAC equipment, fire-suppression system components, and partition system.

#### 1.4 SUBMITTALS:

##### A. Shop Drawings:

1. Layout of grid system with locations of supporting points.

##### B. Manufacturer's Data:

1. Submit 4 copies of Manufacturer's product specifications and installation instructions for each acoustical ceiling material required, and for each suspension system, including certified laboratory test reports and other data as required to show compliance with these specifications.
2. Include Manufacturer's recommendations for cleaning and refinishing acoustical units, including precautions against materials and methods which may be detrimental to finishes and acoustical performances.

##### C. Samples:

1. Submit 2 sets of 12" square samples for each acoustical unit required and exposed grid profile. In each set of samples show the full range of exposed color and texture to be expected in the completed work.

#### 1.5 DELIVERY, STORAGE AND HANDLING:

A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination or other causes.

B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.

#### 1.6 JOB CONDITIONS:

A. Space Enclosure: Do not install interior acoustical ceilings until space has been enclosed and is weather-tight, and until wet-work in the space has been completed and is nominally dry, and until work above ceilings has been completed, and until ambient conditions of temperature and humidity will be continuously maintained at values near those indicated for final occupancy.

1. Maintain uniform temperatures of a minimum of 61 degrees F. and humidity of 20% to 40% prior to, during and after installation of the acoustic panels.

## 1.7 WARRANTY

- A. Provide Manufacturer's written warranty against sagging of acoustical ceiling panels for a period of Ten (10) Years.

## 2. PRODUCTS

### 2.1 ACCEPTABLE MANUFACTURERS

- A. Armstrong World Industries, Des Plaines, IL 60018
- B. The Celotex Corporation, Des Plaines, IL 60018
- C. CertainTeed Corporation, Valley Forge, PA 19482.
- D. USG Acoustical Products Company, Chicago, IL 60606
- E. Chicago Metallic Corporation, Chicago, IL 60638
- F. Donn Corporation, Oak Brook, IL 60521

### 2.2 CEILING SUSPENSION SYSTEM:

- A. Comply with ASTM C635, as applicable to the type of suspension system required for the type of ceiling units indicated. Coordinate with other work supported by or penetrating through the ceilings, including light fixtures, HVAC equipment, ductwork and partition system.
- B. Structural Class: Intermediate-duty system (ceiling grid); heavy-duty for grid Suspension framing.
- C. Attachment Devices:
  - 1. Size for 5 times the design load indicated in ASTM C635 Table, Direct Hung.
  - 2. Power driven attachment devices not acceptable.
- D. Hanger Wires: Galvanized carbon steel, ASTM A641, soft temper, pre-stretched, yield-stress load of at least 3 times design load:
  - 1. 12 gauge (0.106") for standard running channel attachment and suspension.
  - 2. 8 gauge or 9 gauge (0.15 min.) for support framing hangers.
- E. Type of System:

1. Direct-hung and indirect-hung suspension as required.
  2. Runner Channels: 1-1/2" galvanized steel channels, hot-rolled or cold-rolled, not less than 0.475 lbs. per lin. ft.
  3. Carrying Channels for runner channels: 2 1/2" x 1 3/8", 20 gauge galvanized steel stud channel.
  4. Lateral support channels for carrying channels: 3 5/8" x 1 5/8", 18 gauge galvanized steel stud channel.
- F. Exposed suspension system for Acoustical Tile to be (where shown on Drawings):
1. Standard "T" grid runners and wall mouldings - white enamel finish.
- G. Edge Moldings: Manufacturer's angle or channel molding compatible with corresponding grid system specified above.
- H. Accessories: Stabilizer bars, furring clips, splices, hold-down clips, as required for a complete installed system.
- I. Special Trim: Curved, formed aluminum open edged fascia type trim, 6" high, black finish; equivalent to Armstrong "AXIOM", or USG "Compasso".

## 2.3 CEILING PANELS

- A. Acoustical Tile, Lay-In Panels, Exposed Grid:
1. General: Except as otherwise indicated, provide Manufacturer's equivalent tile units prepared for the mounting system indicated, and of the type recommended by the Manufacturer for the application indicated. Provide units with Manufacturer's white washable finish. Product characteristics:
    - a. Size: 24" x 24" x 3/4".
    - b. Light Reflectance: LR-1, over 75%.
    - c. NRC: .70.
    - d. STC: 39-41.
  2. Acceptable Manufacturer & Style:
    - a. Armstrong: "FINE FISSURED" (HA), Medium Texture, Square Edge.
    - b. USG: "F" Fissured, Medium Texture, Square Edge.
    - c. Celotex BPB, Chicago Metallic or CertainTeed: (equivalent system).

### 3. EXECUTION

#### 3.1 INSPECTION AND PREPARATION WORK:

- A. Examine the conditions under which the acoustical ceiling work is to be performed. Notify the Contractor in writing of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected.
- B. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid the use of less-than-half width units wherever possible at borders wherever possible, and comply with reflected ceiling plans.

#### 3.2 INSTALLATION:

- A. Install materials in accordance with Manufacturer's requirements and printed instructions, and to comply with governing regulations, fire resistance rating requirements as indicated, and industry standards applicable to the work.
- B. Arrange acoustical units and orient directionally-patterned units in the manner shown by reflected ceiling plans, with pattern running in one direction.
- C. Install suspension systems to comply with ASTM C636, with hangers supported only from building structural members and intermediate support channels as may be required.
  - 1. From approved shop drawings for points of suspension system hanging wires, locate all hangers so that holes in existing plaster ceiling can be made for extending hangers up to the structural framing members above to make substantial attachments.
  - 2. Locate hangers near each end and spaced 4'-0" along each carrying channel or direct-hung runners, unless otherwise indicated.
  - 3. Provide additional hangers for ceiling grid system where noted on the Drawings.
  - 4. Ceiling suspension system shall include sufficient hangers to also support overlayment of fiberglass blanket insulation.
- D. Secure wire hangers by looping and wire-tying either directly to structures or to inserts, eye screws or other devices which are secure and appropriate for the substrate, and which will not deteriorate or fail with age or elevated temperatures.
- E. Install edge moldings of the type indicated at edges of each acoustical ceiling area, and at locations where edge of units would otherwise be exposed after completion of the work.

1. Secure molding to building construction by fastening with screw-anchors into the substrate, through holes drilled in vertical leg. Space holes not more than 3" from each end and not more than 16" o.c. along each molding.
  2. Level moldings with ceiling suspension system, to a level tolerance of 1/8" in 12'-0".
  3. Miter corners of moldings accurately to provide hair-line joints, securely connected to prevent dislocation.
- F. Install special curved "fascia" trim in accordance with Manufacturer's requirements and in configuration shown on the Drawings.
- G. Install lay in panels in accordance with Manufacturer's instructions.

### 3.3 CLEANING AND PROTECTION:

- A. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings and suspension members; comply with Manufacturer's instructions for cleaning and touch-up of minor finish damage. Remove and replace work which cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.
- B. Protect acoustical ceilings and provide proper temperature and humidity and dust control, so that the work will be without damage and deterioration at the time of acceptance by Owner.

END 09 51 00

DIVISION 09 - FINISHES  
Section 09 68 00 - Carpeting

1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid: General Contractor:
1. Prepare subfloors/substrates.
  2. Provide:
    - a. Carpet.
    - b. Vinyl base.
    - c. Adhesive.
    - d. Accessories.
  3. Clean up.

1.2 RELATED WORK

- A. Specified elsewhere:
1. 02 41 19.51 – Minor Demolition for Remodeling.
  2. 01 35 16 – Alteration Project Procedures.

1.3 QUALITY ASSURANCE

- A. Installer's qualifications:
1. Minimum of five year experience as Installer of at least 10 projects of similar size and complexity to this Project.
  2. Workers: Experienced, skilled craftspeople.

1.4 SUBMITTALS.

- A. Product data:
1. Carpet.
  2. Adhesives.
  3. Aluminum drives.
- B. Shop Drawing: Installation layout showing two styles of goods with transitional cut lines.
- C. Samples: 3 each:

1. Carpet: (For color range only). 12 in. x 12 in. of each style.
2. Binder bar: 12 in. long.

C. Sample Warranty.

## 1.5 JOB CONDITIONS

A. Verify dimensions:

1. Verify all dimensions at site.
2. Determine and order sufficient quantities and proper kinds of all products to complete the work.

B. Work layout:

1. Base layout on squaring tiles with main entrances to rooms.

1.6 **PRODUCT HANDLING.** Transport all carpet to site in rolls, free of all wrinkles and creases. Do not bundle. Deliver, store and handle all materials in a manner to prevent damage to materials and previous construction. Store in a safe, dry location, out of the way of other construction, as directed.

## 1.7 WARRANTY.

- A. Provide written Carpet Manufacturer's Warranty stating a wear warranty period, including against unravelling of edges and backing, of a minimum of Ten (10) Years.
- B. Contractor to provide written Warranty against installation of carpet goods with regard to adhesive failure at any areas.

## 2. PRODUCTS

2.1 **MATERIALS.** Meet or exceed each of the following **MINIMUM** specifications. Carpeting shall meet all HUD requirements for smoke density, non-support of bacteria, etc.

**NOTE:** In order to meet each minimum specification it may be necessary to exceed the specified minimum for one or more of the other specifications.

A. Carpet (Style "A: & "B"):

1. Characteristics:

- a. Total Weight: 146 oz./sq. yd. (min.); 18" x 18" Modular Tiles.
- b. Pile Fiber Face: "Antron" nylon with "DuraTech" soil protection.



- c. Construction: Tufted.
- d. Gauge: 1/8".
- e. Pile Weight: 26 oz./sq. yd. (min.).
- f. Pile Height: .187".
- g. Stitches: 8.3 per inch.
- h. Primary Back: reinforced synthetic.
- i. Secondary Back: reinforced thermoplastic composite.
- j. Flammability: Passes DOC-FF-1-70 Pill Test.
- k. Carpet to be inherently anti-static with built-in static protection: glue-down type.
- l. Color and range to be as selected by Owner (Two patterns and colors are required).

2. Acceptable Manufacturers & Style:

- a. Lees-Faculty IV DK 162.
- b. Equivalent Goods by Cornet Commercial.
- c. Equivalent Goods by Cumberland Mills.
- d. Equivalent Goods by Mohawk/Bigelow.

B. Adhesives: Waterproof type recommended and approved by Carpet Manufacturer for use with their materials under site installation conditions, including specific adhesives for secure seaming.

C. Binder Bar: Standard manufacture aluminum, hammered chrome finish, as selected by Architect. Provide at all doorways and all other terminations against all dissimilar flooring material. Fasten with aluminum anchor screws and matching plugs.

C. Aluminum Drives: 1/8 in. x 7/8 in. flat head "Ankr-Drives".

## 2.2 RESILIENT BASE

A. Vinyl Base: Provide vinyl base complying with FS SS-W-40, Type II, with matching end stops and preformed or molded corner units.

- 1. Standard top-set cove, 4" high, 1/8" thick, matte finish.
- 2. Acceptable Manufacturers: Armstrong, VPI, Johnsonite.

## 3. EXECUTION

### 3.1 PREPARATION

A. Ensure that concrete has cured at least 30 days prior to start of work.

- B. Ensure that floor is smooth, level, clean and free of all foreign materials and completely dry before starting installation.
  - 1. Provide sealer coat to all discolored areas of existing floor surfaces, prior to installation of carpeting to ensure “bleed-through” staining of carpet will not occur.

3.2 INSTALLATION. Install all products in accord with Manufacturer's current printed instructions.

- A. Lay carpet in manner that:
  - 1. Seams are not obvious in the finished work (except at transitional line between two carpet styles).
  - 2. Center all horizontal doorway seams directly under door.
  - 3. Installation is free of visual imperfections, adhesives, seam cement smears and other foreign matter.
- B. Lay modular carpet tiles and bond tiles and all seams in accord with Manufacturer's requirements. Do not leave seam glue on carpet face. Apply seam glue so that it will be over or as high as primary back.
- C. Provide neat continuous curved cut line between abutting carpet styles “A” & “B” (cutting through both carpet style goods in single cutting pass).
- D. Provide neat, straight cut, unraveled edges tight against abutting base material (typical installation condition).
- E. Provide and maintain proper protective covering over carpet installation.
- F. Upon completion of carpet and base work, restrict all traffic in finished areas to normal foot traffic for a minimum of two days.
- G. Vinyl Base & Accessories:
  - 1. Apply vinyl base with continuous contact of Manufacturer's recommended adhesive, using lengths of base as long as practicable and using preformed outer corners and coped interior corners. Replace unsuccessfully installed base.
  - 2. Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at all unprotected edges of flooring, unless otherwise shown.
  - 3. Fit joints tight and vertical. Maintain a minimum of 18” between joints.
  - 4. Scribe and fit to door frames and other protruding materials.
  - 5. Install base and trim accessories in a manner to minimize joints. End pieces less than 8” will not be accepted.

- H. Unsatisfactory Work: Work installed not in accord with Manufacturer's requirements, or in a manner unacceptable to Architect, will be deemed unsatisfactory and may result in Architect requiring removal and relaying at Contractor's expense.
- I. Save and deliver to Owner left over extra carpet tile squares.

### 3.3 CLEAN UP

- A. Upon completion of work thoroughly inspect entire installation. Remove all defective work and replace with perfect materials.
- B. Cut off and trim all loose threads. Remove all visible adhesives, seam cement and scraps. Clean all carpet with an upright beater bar type vacuum cleaner.
- C. Remove all rubbish, debris, containers and all excess materials not selected by Owner for their retention and legally dispose of off Owner's premises.
- D. Leave premises in clean, accepted condition.

END 09 68 00

DIVISION 9 - FINISHES

Section 09 90 00 – Painting and Coating

1. GENERAL

1.1 WORK INCLUDES

A. Base Bid: General Contractor shall provide:

1. Painting work indicated on the Drawings and schedules, and as herein specified.
2. Painting and finishing of interior and exterior exposed items and surfaces throughout the project, except as otherwise indicated.
3. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of the work.
4. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime intermediate or finish coats.
5. Paint exposed surfaces whether or not colors are designated in "schedules", except where the natural finish of the material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, such will be selected from standard colors available for the materials system specified. Include painting of exposed piping, conduit, raceways, electrical device boxes, and the like, at walls where new painting is scheduled.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 01 35 16 – Alteration Project Procedures.
2. 08 10 01 – Doors, Frames & Finish Hardware.
3. 09 21 16 – Gypsum Board Assemblies.

1.3 PAINTING NOT INCLUDED

A. The following categories of work are not included as part of the field-applied finish work, or are included in other sections of these specifications.

1. Shop Priming: Shop priming of ferrous metal items is included under the various sections for structural steel, metal fabrications, hollow metal work, and similar items. Also, for fabricated components such

- as architectural woodwork, wood casework, and shop-fabricated or factory-built mechanical and electrical equipment or accessories.
2. Touch-up painting of factory applied finished mechanical and electrical equipment is the responsibility of this Contractor.
  3. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory finishing or installer finishing is specified for such items as (but not limited to) acoustic materials, casework, light fixtures and equipment.
  4. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.
  5. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise noted.
  6. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices, motor and fan shafts will not require finish painting.
  7. Labels: Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

#### 1.4 SUBMITTALS:

- A. Product Data; Paints and Coatings.
- B. Samples; Painting:
  1. Submit samples for User's review of color and texture.
  2. Provide a listing of the material and application for each coat of each finish sample.
  3. Provide two 6" x 6" samples of each color and material (including epoxy paints, floor sealers and decorative cementitious coatings), with texture to simulate actual conditions. Resubmit each sample as requested until approved sheen, color and texture is achieved.

#### 1.5 DELIVERY AND STORAGE:

- A. Deliver all materials to the job site in original, new and unopened packages and containers bearing Manufacturer's name and label, and the following information:

Name or title of material.

Fed. Spec. number, if applicable.

Manufacturer's stock number and date of manufacturer.

Manufacturer's name.  
Contents by volume, for major pigment and vehicle constituents.  
Thinning instructions.  
Color name and number.

## 1.6 PROJECT CONDITIONS

- A. Apply water-base paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F and 90 degrees F.
- B. Avoid use of solvent-thinned paints wherever possible, using instead low or no VOC products; apply under conditions recommended by coating Manufacturer.
  - 1. Products provided under this Section shall comply with the applicable provisions of the Illinois Administrative Code – Title 35, Part 223 “Standards And Limitations For Organic Material Emissions For Area Sources”.
- C. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces.
- D. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint Manufacturer during application and drying periods.

## 2. PRODUCTS

### 2.1 COLORS AND FINISHES:

- A. Surface treatments and finishes, are indicated in the "schedules" of the Contract Documents.
- B. Colors: As directed by Architect-Engineer on Color Chart Schedule to be issued by A-E after Contract Award.
- C. Prior to beginning work, furnish color chips for surfaces to be painted. Use representative colors when preparing samples for review.
- D. Color Pigments: Pure, non-fading, applicable types to suit the surfaces and service indicated.

E. Paint Coordination:

1. Provide finish coats which are compatible with prime paints used.
2. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various surfaces.
3. Upon request from other trades, furnish information on characteristics of finish materials proposed for use, to ensure compatible prime coats are used.
4. Provide barrier coats over incompatible primers or remove and re-prime as required.
5. Notify the A-E in writing of any anticipated problems using specified coating systems with surfaces primed by others.

2.2 MATERIAL QUALITY:

A. Provide undercoat paint and primers produced by the same Manufacturer as the finish coats. Use only thinners approved by the paint Manufacturer, and use only within recommended limits. Provide primer compatible with paint.

B. Paint Manufacturers:

1. Materials paint numbers and trade names specified in painting system schedules are used to indicate type and quality of materials required. Acceptable Manufacturers scheduled:
  - a. Glidden Professional/Akzo Nobel Paints: Strongsville, OH 44136.
  - b. Sherwin-Williams Co.; Cleveland, OH 44115.

2.3 PAINT SYSTEMS SCHEDULE: SEE PART 3

3. EXECUTION

3.1 INSPECTION:

A. Examine the areas and conditions under which painting work is to be applied. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

1. Where condition of surface or material to be painted is questionable versus the coatings specified herein to be applied, the Contractor shall have the Painting Manufacturer's Representative examine same and recommend a no-cost adjustment in the Paints Systems Schedule.

- B. Starting of painting work will be construed as the Contractor's acceptance of the surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

### 3.2 SURFACE PREPARATION:

#### A. Basic Requirements:

1. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular surface condition.
2. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workers skilled in the trades involved.
3. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program the cleaning and painting so that contaminants from the cleaning process will not fall onto wet, newly-painted surfaces.
4. Existing wood surfaces shall be cleaned of foreign matter and sanded before painting.
5. Spot cover all deep set stains and blemishes with an approved opaque "stain killer" of number of applications which may be required to conceal stain.
6. Remove and/or effectively neutralize existing coatings which may be incompatible with application of new specified coatings.

#### B. Cementitious Materials:

1. Prepare cementitious surfaces of concrete, concrete block, brick, glazed masonry, cement plaster and fiber-cement board to be painted by removing all efflorescence, chalk, dust, dirt, grease, oils, and by roughening to remove glaze.
2. Determine the alkalinity and moisture content of the surfaces to be painted by performing appropriate tests. If the surfaces are found to be sufficiently alkaline to cause blistering and burning of the finish paint, correct this condition before application of paint. Do not paint over surfaces where the moisture content exceeds that permitted in the



manufacturer's printed directions. Demonstrate moisture content of each surface to the A-E.

3. Clean, acid etch, scrub and rinse concrete floors, walls and overhead structure, as required in a process acceptable to the coating manufacturer prior to applying sealers, primers and/or paint.
4. For wall surfaces receiving new coatings, prepare as follows:
  - a. Remove all soiled film and loose scale from existing wall material/surface.
  - b. Prepare existing substrate to a "level" plane, filling joints and voids with trowelled "backplaster" filler: 6 parts clean sand to 1 part Portland cement; or as recommended by Coating Manufacturer.

C. Wood:

1. Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of the priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.
2. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling, etc.
3. When transparent finish is required, use spar varnish for backpriming.
4. Backprime paneling on interior partitions only where masonry, plaster, or other wet wall construction occurs on backside.
5. Seal tops, bottoms, and cut-outs of unprimed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.

D. Millwork:

1. Sand millwork completely.
2. Properly fit doors.
3. Ease edges.

E. Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

1. Existing metal doors, panels, sills, frames and exposed steel lintels are to be dry and/or wet sanded to remove latex paint, scratches, paint runs, shiny areas and chipped paint scars, prior to cleaning and applying new specified coatings.

F. Galvanized Surfaces:

1. Prepare galvanized surfaces for painting by washing with suitable cleaning solvents including mineral of spirits, turpentine and high-flash naphtha chemically treated with Lithoform, Stibley or Solfo metallic coating in accordance with manufacturer's directions.
2. Do not use gasoline, benzine, and low-flash naphtha.
3. Permit coating to remain on surface twelve (12) hours and dust off with stiff brush before painting.

3.3 MATERIALS PREPARATION:

- A. Mix and prepare painting materials in accordance with Manufacturer's Directions, and M.S.D.S. requirements.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir and box materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and if necessary, strain the material before using.

3.4 APPLICATION:

A. Basic Requirements:

1. Apply paint in accordance with the Manufacturer's directions. Use applicators and techniques best suited for the surface and type of material being applied.
2. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
3. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.

4. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
5. Paint the back sides of access panels, and removable or hinged covers to match the exposed surfaces.
6. Finish exterior doors on tops, bottoms and side edges the same as the exterior faces.
7. Sand lightly between each succeeding enamel and varnish coat. Use sandpaper and steel wool. Wipe off after each sanding.
8. Omit the first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.
9. High humidity areas shall be defined as areas in which water is present, for example, kitchens, toilets, showers, and wet laboratory areas.
10. It shall be the responsibility of each Contractor performing painting and coating work to comply with applicable M.S.D.S. requirements.

B. Mixing and Storing:

1. Assign an area to the Coating Applicator for mixing and storing materials.
2. Mix paints in tight pans of galvanized iron or other suitable material.
3. Prevent materials from freezing.
4. Remove frozen or damaged materials from job site.
5. Repair damage to "painter's room".

C. Scheduling Painting:

1. Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
2. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

D. Minimum Coating Thickness: Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating Manufacturer.

E. Tinting:

1. Tint each coat of enamel and opaque finishes slightly darker than and readily distinguishable from each preceding coat of paint.

2. After inspection and approval of the first coat by the A-E, proceed with second coat.

F. Method of Application:

1. Apply paint or other finish with brush, roller or spray apparatus provided that both the method of application and resultant finish are approved by the A-E.
2. The last coat of enamel, latex and epoxy base paints shall be roller applied.

G. Prime Coats:

1. Apply a prime coat of material which is required to be painted or finished, and which has not been prime coated by others.
2. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

H. Eggshell Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.

I. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs sags, poiness or other surface imperfections will not be acceptable.

J. Transparent (Clear) Finishes:

1. Use multiple coats to produce glass-smooth surface film of even luster.
2. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
3. Provide satin finish for final coats, unless otherwise indicated.

K. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements, or displaying streaks, runs, non-uniform coverage, non-adhering coats, cracking, bubbling, and similar defects unacceptable to A/E.

### 3.5 EPOXY PAINT:

A. Epoxy paint shall consist of a two-component water based catalyzed epoxy system.

- B. Comply with Manufacturer's specifications and written requirements for surface preparation, mixing and handling, applications, and clean-up.

### 3.6 FINISHING OF EXPOSED WOOD (SEE SCHEDULES)

- A. Prepare surfaces in accord with Paragraphs 3.2 A & C., provide sealer and 2 coats of enamel, matching existing adjacent finish color and sheen.

### 3.7 TOUCHING-UP

- A. Clean-Up:

1. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
2. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

- B. Protection:

1. Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the A/E.
2. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
3. At the completion of work of other contractors, touch-up and restore all damaged or defaced painted surfaces.

### 3.8 INTERIOR PAINT SYSTEMS SCHEDULE

A. Provide the following systems for the various surfaces, as indicated:

SURFACES TO BE COATED	COATS	GLIDDEN	SHERWIN-WILLIAMS
Metals and exposed steel (not factory finished)	1	DEVGUARD 4360 Low VOC Universal Primer	Pro Industrial Pro-Cryl Primer, B66-310 Series
	2	Ultra-Hide 250 Latex Gloss 3028-XXXXN	Pro-Mar 200 Latex Gloss, B21W200 Series
Previously Painted Surface (after prep. & spot prime)	1 (min.)	Ultra-Hide 250 Latex Semi-Gloss 1406-XXXXN	Pro-Mar 200 Latex Gloss, B21W200 Series
CMU (New Work):	1	#3010 Acrylic Block Filler	PrepRite Block Filler Int./Ext. B25W25
	2	Ultra-Hide 250 Latex Semi-Gloss 1406-XXXXN	ProMar 200 Latex Semi-Gloss B31W2200 Series
CMU and concrete (Previously Painted)	1	Spot-Prime per Manuf.	PrepRite Int./Ext. Block Filler B25W25
	1 (min.)	Ultra-Hide 250 Latex Semi-Gloss 1406-XXXXN	ProMar200 Latex Semi-Gloss B31W2200 Series

SURFACES TO BE COATED	COATS	GLIDDEN	SHERWIN-WILLIAMS
Wood: (Sanding Sealer per Stain Manuf. Recommendations)	1	#1700 Woodpride Oil Stain	Minwax 250 VOC Oil Stain
	2	#1902 Satin or #1908 Gloss Polyurethane	Wood Classics Waterborne Polyurethane Varnish, Satin
New Wood Trim to be Painted:	1	#3210 GRIPPER Primer/Sealer	PrepRite ProBlock Latex B51 Series
	2	Ultra-Hide 250 Semi- Gloss 1406-XXXXN	ProMar 200 Latex Semi-Gloss B31W2200 Series
Previously Painted Wood:	1 (min.)	Ultra-Hide 250 Eggshell 1402-XXXXN	ProMar 200 Latex Eg-Shel,B20W2200 Series
Plaster, Drywall	1	#1030 PVA Primer	ProMar 200 Latex Primer, B28W8200
New Work	2	Ultra-Hide 250 Eggshell 1402-XXXXN	ProMar 200 Latex Eg-Shel,B20W2200 Series
Previously Painted Surface:	1	#1030 PVA Primer	ProMar 200 Latex Primer, B28W8200
	1	Diamond 350 Eggshell 1403-XXXXV	ProMar 200 XP Latex Eg-Shel,B20W3200 Series
Epoxy Paint (Gloss) on concrete block, concrete	1	Heavy Duty Primer/ Blockfiller	Heavy Duty Block Filler B42W46

SURFACES TO BE COATED	COATS	GLIDDEN	SHERWIN-WILLIAMS
	2 (min.)	TRU-GLAZE -WB 4426	Water Based Catalyzed Epoxy B70/B60V15 Series
Epoxy Paint (Gloss) on metal surfaces	1	TRU-GLAZE -WB 4030	Pro Industrial Pro-Cryl Primer, B66-310 Series
	2 (min.)	TRU-GLAZE -WB 4426	Water Based Catalyzed Epoxy B70/B60V15 Series

END 09 90 00



DIVISION 10 - SPECIALTIES  
Section 10 90 00 - Miscellaneous Specialties

1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid: General Contractor provide all miscellaneous specialties and accessories as specified herein and as indicated and where shown on Drawings.

1.2 RELATED WORK

- A. Specified Elsewhere:
  - 1. 06 05 01 – Carpentry Work.
  - 2. 09 21 16 – Gypsum board Assemblies.

1.3 QUALITY ASSURANCE

- A. Field Measurements:
  - 1. When possible, take field measurements prior to preparation of work.
  - 2. Otherwise, indicate field measurements on final shop drawings.
- B. It is the intention of this Specification to outline selection of first quality and use duty of all accessories and specialties including the installation and operation thereof.
- C. Installers: Persons with not less than 3 years experience installing stretched fabric panels and glass shading film, respectively.

1.4 SUBMITTAL

- A. Shop Drawings:
  - 1. Provide detail layout of work, sizes, appearance, fabrication, erection, anchoring, jointing, reinforcing, construction, finishes, and included features for review.
- B. Product Data:
  - 1. Submit Manufacturer's detailed technical data for materials, fabrication and installation.

2. Include catalog cuts of hardware, anchors, fastenings and accessories.
3. Indicate by transmittal that copy of each instruction has been distributed to Installer.

C. Samples:

1. Provide color charts and/or swatches for all items requiring color selections.
2. Provide samples of fabric, film, and system components.

## 1.5 DELIVERY, STORAGE AND HANDLING

A. Delivery:

1. Deliver material in manufacturer's original unopened and undamaged packages.
2. Clearly identify manufacturer, brand name, contents, color, stock number and order on each package.
3. Packages showing indications of damage that may affect condition of contents are not acceptable.
4. Do not deliver materials until building is roofed, enclosed and secured.

B. Storage:

1. Store in original packaging under protective cover and protect from damage.
2. Stack container in accordance with manufacturer's recommendations.

C. Handling:

1. Handle materials in such manner as to prevent damage to products or finishes.

## 1.6 WARRANTIES

- A. Five (5) Years minimum against defects in material and quality of fabrication and installation of all Products under this Section.

## 2. PRODUCTS

### 2.1 STRETCHED FABRIC PANELS

- A. Description: Site fabricated panels of stretched selected fabric over tackable/acoustical core-board with continuous perimeter edge retainer “track”.
1. Panels with edge strips (track) and fabric shall be fabricated to accommodate ½” thick core-board, stretch wrapped with fabric for a square profile butt joint style (Total panel thickness to be 1 inch).
  2. Units shall be fabricated so that removal and replacement of fabric can be accomplished without removal and replacement of any other components.
  3. Largest fabricated panel size to be 96” x 48” (see Drawings).
- B. Components:
1. Perimeter, intermediate and corner track sections to be one-piece extruded polymer of uniform square profile. Track shall be able to retain fabric securely without distortion of the fabric surface, and allow easy removal and replacement/re-attachment of fabric cover many times over.
  2. Core-board to be one-piece, ½” thick high-impact, acoustical, tackable wood fiberboard meeting ASTM C208, or mineral fiberboard.
    - a. Surface burning characteristics: ASTM E84 Class A.
    - b. Noise Reduction Coefficient: 0.40 minimum; ASTM C423 (Type A mounting).
    - c. Recycled content: 55% minimum.
  3. Owner selected fabric for entire Project shall be from same lot or run.
    - a. Fabric fiber to have quality equivalency of 100% recycled polyester, having a minimum weight of  $16 \pm 0.5$  oz./lineal yard.
    - b. Minimum usable width of goods: 60 inches.
    - c. Surface burning characteristics: ASTM E84, Class A.
    - d. Color/Pattern/Texture: As selected.
    - e. Printed Graphics: None.
    - f. Fabric backing to be Polypropylene scrim.
  4. Manufacturer’s required and recommended accessories shall be included and provided, including, but not limited to: stapling kit,

low VOC construction grade adhesives, proper fastener types, self-adhesive tapes, etc.

C. Acceptable Manufacturers:

1. Fabricmate  
Ventura, CA 93003  
Phone: 866/622-2996
2. Novawall; R6 Construction Service  
East Peoria, IL 61611  
Phone: 309/282-8500
3. Whisper Walls  
Aurora, CO 80014  
Phone: 800/527-7817

3. EXECUTION

3.1 INSPECTION

- A. Installer must examine areas and conditions under which miscellaneous specialties are to be installed.
- B. Notify Architect in writing of conditions detrimental to proper and timely completion of work.
- C. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.2 INSTALLATION

- A. Provide anchors, bolts and other necessary anchorages, and attach specialty items securely to walls, partitions and structural surfaces in locations as indicated.
- B. Install concealed mounting devices and fasteners fabricated of same material as accessories, or of galvanized steel, as recommended by Manufacturer.
- C. Install exposed mounting devices and fasteners finished to match accessories.
- D. Provide theft-resistant or concealed fasteners for all accessory mountings.

- E. Secure all miscellaneous specialties and accessories in strict accordance with Manufacturer's instructions for each item and each type of substrate construction.
- F. Fabrication and installation of fabric panels shall be in strict accordance with system Manufacturer's requirements and written instructions.
- G. Window film shall be applied per Manufacturer's requirements, without tears, wrinkles, or other defects.
- H. Protect all specialties and accessories, as required, against damage during remainder of construction period.

### 3.3 ADJUST AND CLEAN

- A. Just prior to Substantial Completion inspection, make adjustments, as required, to all specialties and accessories to ensure proper position and operating function.
- B. Clean all specialties and accessories and touch-up finishes.
- C. Repair or replace damaged items.
- D. Provide Owner with 5% additional uncut Project selected panel fabric material.

END 10 90 00

DIVISION 22 - PLUMBING

Section 22 40 05 - Plumbing Fixtures & Associated Piping

1. GENERAL

1.1 WORK INCLUDES

A. Base Bid: General Contractor:

1. Modify existing plumbing piping as required to accept new plumbing fixtures.
2. Provide new plumbing fixtures and trim, accessories and specialties, and associated piping connections, as shown on the Drawings and specified herein.

1.2 REGULATORY REQUIREMENTS

- A. Illinois State Plumbing Code, 2004, including subsequent amendments.
- B. Illinois Accessibility Code.
- C. Public Law 102-486, "Energy Policy Act", regarding water flow and consumption rates for plumbing fixtures.

1.3 REFERENCES

A. Comply with applicable provisions of:

1. ASME/ANSI A112.6 1M-1979: Plumbing Fixture Supports.
2. ASME/ANSI A112. 18.1: Finished and Rough Brass Plumbing Fixture Fittings, Supplies, Drains, etc.
3. ASME/ANSI A112. 19.2: Vitreous China Plumbing Fixtures.
4. ASME/ANSI B120.1: Pipe Threads.
5. ASSE 1001: Atmospheric Vacuum Breakers.
6. ANSI Z124.5: Plastic Toilet Seats.
7. ANSI A117.1: Supply & Drain Protective Shielding Guards.
8. ASTM B88: Copper Tubing.
9. ASTM B306: Copper DWV Tube.
10. ASTM D 2661: ABS Pipe, Schedule 40.
11. ASME B16.18 or ASME B16.22: Copper Pressure Fittings.
12. ASME B16.24: Bronze Flanges, Class 150.
13. Soldered Joints: Use ASTM B813, water-flushable, lead-free flux; ASTM B32, lead-free alloy solder; and ASTM B828 procedure, unless otherwise indicated.

B. Plumbing and Drainage Institute, PDI:

1. Comply with applicable PDI standards for plumbing fixtures and supports.

## 1.4 SUBMITTALS

- A. Product Data (4 copies):
  - 1. Submit Manufacturer's product data and installation instructions for products, specified herein.

## 1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver plumbing products having moving or attached parts, individually wrapped in factory fabricated containers, clearly identified.
- B. Handle and store plumbing fixtures and products carefully to prevent damage or exposure to weather.
- C. Only accept valves which have Manufacturer's standard temporary protective coating applied and contain factory fitted end-caps. Do not install any valves which have been exposed to foreign debris on inside or have begun to corrode.
- D. Replace and return damaged or oxide covered plumbing products.

## 2. PRODUCTS

### 2.1 CHARACTERISTICS

- A. Provide new fixtures free from flaws and blemishes with finished surfaces clear, smooth and bright.
- B. Provide plumbing fittings with visible parts of fixture brass and accessories heavily chrome plated.
- C. Fixtures of same type product of one Manufacturer; fittings and trim of same type from one Manufacturer.

### 2.2 SINK AND TRIM

- A. Utility/Service Sink, 23" to 22" by 16-3/4" to 18" and 13 1/2" to 15" deep; one piece molded thermoplastic tub, with molded drain and on heavy duty galvanized formed metal legs. Acceptable Model to be "FM" as manufactured by Florestone, Madera, CA; or: "12 UTILATUB" as manufactured by E.L. Mustee & Sons, Inc., Brook Park, OH.
- B. Trim Components:
  - 1. Trim: shall be Chicago Faucets Company No. 897, combination service fitting with vacuum breaker, 3/4" hose thread on spout, No. 369 lever handles, wall brace, integral stops. All trim shall be chrome plated.
  - 2. Miscellaneous Trim: Sanitary-Dash #R365 tubular "P" trap with #R7325H outlet waste connecting pipe.

## 2.3 PIPING

- A. Water piping to be Type “L” copper, with forged copper fittings and sweated joints. Piping and fittings to be insulated with 1” fiberglass.
- B. Waste and vent piping to be Type “M” or DWV copper with soldered joints, or PVC plastic with cemented joints (where local Code permits).

## 3. EXECUTION

### 3.1 INSPECTION

- A. Inspect rough-in sizes and arrangement of domestic water and waste piping systems to verify actual piping connection locations prior to fixture installation; inspect floors, walls, bases and conditions under which fixture work will be accomplished; notify appropriate parties in writing of all unsatisfactory conditions. Make all connections to supply and waste piping.

### 3.2 FIXTURE SUPPORT INSTALLATION

- A. Fixture supports shall be compatible with fixture provided and installed in accordance with Manufacturer's instructions.

### 3.3 INSTALLATION OF FIXTURES

- A. Assemble fixtures, trim, fittings, and other components according to Manufacturer’s written instructions.
- B. For wall-hanging fixtures, install off-floor supports affixed to building substrate.
- C. Install wall-hanging fixtures with tubular waste piping attached to supports.
- D. Install fixtures level and plumb according to Manufacturer’s written instructions and roughing-in drawings.
- E. Install water-supply piping with stop on each supply to each fixture to be connected to water distribution piping. Attach supplies to supports or substrate within pipe spaces behind fixtures. Install stops on locations where they can be easily reached for operation.
  - 1. Exception: Use ball, gate, or globe valve if stops are not specified with fixture.
- F. Install trap and tubular waste piping on drain outlet of each fixture to be directly connected to sanitary drainage system.
- G. Pitch waste and vent piping to drain and vent stack.
- H. Provide di-electric fittings where different pipe and materials come together. Di-electric fittings must be suitable for intended service.



- I. Install faucet-spout fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters and/or reducers if required.
- J. Provide unions so that a minimum amount of pipe need be disassembled for servicing of fixtures, equipment, etc.
- K. Seal joints between fixtures and walls, floors, and counters using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color.

### 3.4 CONNECTIONS

- A. Connect water supplies from water distribution piping to fixtures.
  - 1. New sink to be served with cold water only.
- B. Connect drain piping from fixtures to drainage piping.
- C. Supply and Waste Connections to Plumbing Fixtures: Connect fixtures with water supplies, stops, risers, traps, and waste piping. Use size fittings required to match fixtures. Connect to plumbing piping. Use transition fittings to join dissimilar piping materials.
- D. Piping sizes for new connections shall match existing, but smaller than required by Plumbing Code.
- E. Make Plumbing Code conforming “tap” into adjacent waste and vent piping, including provision for proper connecting fittings, sealed water and gas tight.

### 3.5 VALVE INSTALLATION

- A. Position valves in accessible locations, and so that separate support can be provided where necessary.
- B. Where insulation is indicated, install extended valve stems, arranged in proper manner to receive insulation.
- C. Install valves with stems upright or horizontal, not inverted.

### 3.6 ADJUSTING & CLEANING

- A. Provide test operations of all plumbing fixtures and equipment.
  - 1. Ensure that all installations operate and shut-off properly, and that all connections are leak free.
  - 2. Adjust work as required for successful operation of all plumbing.

3. Adjust water pressure at faucets and flushometer valves to produce proper flow and stream.
- B. Remove labels and tags from all plumbing fixtures and clean each fixture.

### 3.7 PROTECTION

- A. Provide protective covering for installed fixtures and fittings.
- B. Do not allow use of fixtures for temporary facilities.

END 22 40 00

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING  
Section 23 01 00 – HVAC General Requirements

1. GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. All systems, products, and installation methods shall conform to the applicable standards, guidelines and codes referenced in this specification section.

1.2 SUMMARY

- A. This Specification and the associated Drawings govern the furnishing, installing, testing and placing into satisfactory operation of the HVAC Systems.
- B. The Contractor shall provide all new equipment, systems, and materials indicated on the Drawings and/or in these specifications, and all items required to make this portion of the Heating, Ventilating and/or Temperature Control work a finished and working system.
- C. The Contractor shall examine and identify existing boiler heating supply and return piping distribution system for abandoning and removing areas of existing piping as shown on Drawings and to determine pipe sizes and appropriate connection points for modifying the existing supply and return heating piping as required to shorten, re-close and reconnect the existing piped heating system as noted on Drawings in schematic fashion.

1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and chases.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

#### 1.4 REFERENCES

- A. ARI 210/240 - Unitary Air-Conditioning and Air-Source Heat Pump Equipment.
- B. ARI 270 - Sound Rating of Outdoor Unitary Equipment.
- C. ARI 520 - Positive Displacement Refrigerant Compressors, Compressor Units and Condensing Units.
- D. ARI 610 - Central System Humidifiers for Residential Applications.
- E. ASHRAE 14 - Methods of Testing for Rating Positive Displacement Condensing Units.
- F. ASHRAE 15 - Safety Code for Mechanical Refrigeration.
- G. ASHRAE 52 - Method of Testing Air Cleaning Devices Used in General Ventilation for Removing Particulate Matter.
- H. ASHRAE 90A - Energy Conservation in New Building Design.
- I. ASHRAE 103 - Heating Seasonal Efficiency of Central Furnaces and Boilers, Methods of Testing.
- J. NFPA 54 (AGA Z223.1) - National Fuel Gas Code.
- K. NFPA 90A - Installation of Air Conditioning and Ventilating Systems.
- L. NFPA 90B - Installation of Warm Air Heating and Air Conditioning Systems.
- M. NFPA 211 - Chimneys, Fireplaces, Vents, and Solid Fuel Burning Appliances.
- N. UL 207 - Refrigerant-Containing Components and Accessories, Non-Electrical.
- O. UL 303 - Refrigeration and Air-Conditioning Condensing and Compressor Units.
- P. ASTM C553 – Mineral Fiber Blanket and Felt Insulation.
- Q. ASTM E84/NFPA 255/UL 723 – Surface Burning Characteristics of Building Materials.
- R. ASTM E96 – Water Vapor Transmission of Materials.
- S. SMACNA – HVAC Duct Construction Standards – Metal and Flexible.

## 1.5 JOBSITE CONDITIONS

### A. Existing Conditions:

1. In order to become familiar with the scope of work involved, visit the existing site, before submitting bid, and carefully examine the existing condition in order to have full knowledge and understanding of the conditions and restrictions affecting the performance of the work required. Include in bid all work which is reasonably inferred by the contract drawings and specifications, whether specifically shown or not, as a result of existing conditions, construction, irregularities and interferences which may affect work. No additional compensation will be considered for misunderstanding the conditions to be met.
2. The layout shown on the Drawings is necessarily diagrammatic but shall be followed as closely as other work will permit. Changes from these Drawings required to make this work conform to the building construction shall be made only with prior written approval of the Architect. All proposed changes shall be shown on shop drawings. All measurements shall be verified by actual observation and all work shall fit in place meeting the approval of the Architect.
3. Openings required in new and existing construction that may be necessary for the installation of mechanical work shall be provided by the respective contractor, and all patching and repairing shall be done by workers competent in the trade required, at the expense of the respective contractor. The respective contractor shall be responsible for arranging the work so that minimum cutting will be required. All rubbish and excess materials involved in such cutting shall be promptly removed from the site and disposed of by the Contractor. Cutting through the floor or roof systems or load bearing walls shall be done only with the prior written approval of the Architect so as to avoid damaging the structural system.
4. Verify existing available electrical service (120/208 V, single phase), and make compatible adjustments and equipment model selections of furnace, blowers, dampers, ACCU, etc. accordingly.

### B. Sequencing and Scheduling:

1. Confer with the other contractors regarding the location and size of pipes, equipment, ducts, openings and special architectural treatments in order that there may be no interferences between the installation or the progress of the work of any contractor on the project.
2. Items of equipment may be specified as if only one item is required, however, provide and install the number of items of equipment as indicated on the Drawings and as required for a complete system.
3. The Contractor shall be responsible for replacing, repairing, or refinishing defective or damaged factory prime coat or final surface finish of the equipment and devices furnished and installed under his/her respective contract.

4. Arrange all work so a minimum period of interruption or outages will occur in the temporary or permanent transfer of services as required for all mechanical revisions. Not less than 48 hours notification to the Owner shall be required before approval will be granted for any disruption of gas, electrical power, water, or sanitary services. The outage request shall include the extent of the work to be done, length of outage time required, and the time at which the outage is to begin. All outages shall be assumed to be during normal daily working hours. No allowance will be made for extra payment as a result of scheduling “overtime” work necessary to perform before or after normal or regular working hours to accomplish the work intended.

## 1.6 QUALITY ASSURANCE

### A. Qualifications:

1. Only products of reputable Manufacturers are acceptable.
2. The Contractor and subcontractors shall employ only workers skilled in their trades. Only qualified steamfitters familiar with the existing boiler heating system shall be permitted to perform the required modifications.

### B. Compliance with Codes, Laws, Ordinances:

1. Conform to all requirements of the City of Peoria, Illinois, Codes, Laws, Ordinances and other regulations having jurisdiction.
2. Conform to all State Codes and International Building Code as stated in the front end documents.
3. All changes to the system made after letting of the contract, to comply with codes or requirements of Inspectors, shall be made by the Contractor without cost to the Owner.
4. If there is a discrepancy between Manufacturer’s requirements and these specifications, the Manufacturer’s requirements shall govern.
5. Where applicable, all fixtures, equipment and materials shall be approved or listed by Underwriter’s Laboratories, Inc.

### C. Examination of Drawings:

1. The Drawings for the mechanical work are completely diagrammatic, intended to convey the scope of work and to indicate the general arrangements and locations of equipment, outlets, etc., and the approximate sizes of equipment.
2. Contractor shall determine the exact locations of equipment and rough-ins, and the exact routing of pipes and ducts to best fit the layout of the job.
3. Scaling of the Drawings is not sufficient or accurate for determining these locations.
4. Where job conditions require reasonable changes in indicated arrangements and locations, such changes shall be made by the Contractor at no additional cost to the Owner.

5. Because of the scale of the Drawings, certain basic items, such as fittings, boxes, valves, unions, etc., may not be shown, but where required by other sections of the specifications or required for proper installation of the work, such items shall be furnished and installed.
6. If an item is either on the Drawings or in the Specifications, it shall be included in this contract.
7. Determination of quantities of material and equipment required shall be made by the Contractor from the documents. Where discrepancies arise between Drawings, schedules and/or Specifications, the greater number shall govern.

D. Field Measurements:

1. Verify all pertinent dimensions at the job site before ordering any materials or fabricating any supports, pipes or ducts.

1.7 COORDINATION

- A. Respective contractors are responsible for their own firestopping, fireproofing patching and fire caulking needed at the openings caused by the work by the installing contractor. Fireproofing repairs are the full responsibility of the contractor disturbing the fireproofing requiring the repair or patch.
- B. All backing required for support of the work of any contractor is to be located, laid out, furnished and installed by the contractor installing the element requiring the backing.
- C. Equipment pads and concrete support and grouting of all equipment needing pads and supports will be the responsibility of the contractor providing equipment. As an option, a general contractor may be retained to perform this work at the cost of the requiring contractor for continuity of quality of materials and work, but the full responsibility remains with the contractor providing the equipment.
- D. If the Contractor's work requires the removal and replacement of any finished materials including but not limited to such materials as ceiling tiles, wall finishes, cabinets, doors, flooring, windows, etc. after those items are installed, each contractor will be responsible, at no additional cost to the owner, to replace any damaged, soiled or lost materials with new materials to match the existing materials and those materials damaged.
- E. Coordinate existing building electrical characteristics with all new equipment, fixtures and devices requiring electrical power.

1.8 SUBMITTALS

- A. Submittals shall be required for the following items, and for additional items where required elsewhere in the Specifications or on the Drawings.
  1. Submittals list:
    - a. Testing, Adjusting and Balancing for HVAC
    - b. Furnaces
    - c. Condensing Units

- d. Motor operated Dampers
  - e. Fans
  - f. Controls
  - g. Louvers, Registers and Grilles
2. Submittals shall include all fabrication, erection, layout and setting drawings; manufacturers' standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; and all other drawings and descriptive data of materials of construction as may be required to show that the materials, equipment or systems and the location thereof conform to the requirements of the contract documents.

## 2. PRODUCTS

### 2.1 HANGERS AND SUPPORTS

- A. All ductwork and ventilation equipment shall be adequately supported and trimmed.
- B. For supporting from steel framing and trusses, etc., provide "C" clamps for attaching hanger rods.
  - 1. Acceptable Manufacturers and Product Numbers:
    - a. Elcen Figure 29.
    - b. Elcen Figure 239A.
    - c. Grinnell Figure 86.
    - d. F & S Figure 64.
- C. For supporting from joists, purlins, beams, etc. of metal buildings, hanger and support types and installation must conform to metal building manufacturer's recommendations, including limitations on loading of structural steel. Supports for vertical piping shall be attached to girders or provided with additional rigid supports inside walls. Attaching to metal liner only is not acceptable.
- D. Provide escutcheons at exposed conditions.

### 2.2 DUCTWORK

- A. Duct dimensions shown on drawings are inside dimensions. Increase overall dimensions of lined ductwork to provide the net inside dimensions indicated. First dimension listed for ductwork on the drawings is the horizontal dimension.
- B. Fittings shall be designed to provide maximum air flow efficiency characteristics and shall have equal or better characteristics than those indicated on the drawings.
- C. Seal joints and seams to provide airtight duct construction. Sealing shall be done when duct joints and seams are made.
- D. References:
  - 1. Ductwork material and construction shall be rectangular ferrous metal duct construction for commercial systems in accordance with ASHRAE standards



listed in Table 4 in Chapter 1 of 1983 ASHRAE EQUIPMENT GUIDE AND DATA BOOK.

2. Duct construction details shall be in accordance with “Low Velocity Duct Construction Standards” as published by The Sheet Metal and Air Conditioning Contractor’s National Association, Inc. (SMACNA).
3. Ductwork seal class shall be “C” as outlined in SMACNA air duct leakage test manual.

E. Components:

1. Hangers: Rods, straps, or angle irons, minimum sizes and maximum spacing to conform with SMACNA.
2. Turns in ductwork: Long sweep elbows with inside radius equal to duct diameter or square elbows with double thickness turning vanes.
3. Changes in duct size: Uniformly tapered sections with a maximum included angle of divergence of 20° for enlargements and maximum angle of convergence of 45° for contractions.
4. Ductwork: Galvanized steel unless otherwise noted. Use mill phosphatized galvanized steel material in areas where ductwork is exposed in finished rooms.

A. Acceptable Manufacturers:

1. Ammco.
2. Zincgrip.
3. Paintgrip.
4. Galvaneal.

## 2.3 DAMPERS

A. Provide splitter dampers at supply duct divisions; and balancing dampers where indicated on Drawings.

1. Damper locking quadrants and bearings to be cadmium plated finish on steel.
2. Acceptable Manufacturers: Duro Dyne, Elgen, Vent fabrics Ventlock, or Young Regulator.

B. Provide motor operated dampers where noted on Drawings. Assembly to be:

1. Galvanized steel or extruded aluminum channel frame.
2. Parallel end pivoted blades.
3. Interlocking and overlapping aluminum blades.
4. Stainless steel or non-ferrous bearings.
5. Full length blade reinforcement at edge of blade.
6. ½” polyfoam insulated blades.
7. Vinyl or polyurethane gasket on blade tips.
8. Tight closing.
9. Non-ferrous interlocking blade rod.

10. Electric motor operator of adequate torque mounted outside of air stream.
11. Outdoor air and exhaust air dampers to be low leakage type with blade edge and end seals.
12. Maximum size as required for position in ductwork.
13. Dampers to be 2-position type.
14. Provide temperature sensors for control activation.
15. Provide conduit system and control wiring.
16. Acceptable Manufacturers: Dowco, Ruskin, or Vent Products.

#### 2.4 DUCT LINING

- A. Continuous; 1" thick.
- B. Securely held to sheet metal duct with 100% coverage of adhesive and flush faced spot welded fasteners (grip nails not allowed).
- C. 100% neoprene surface coating.
- D. 1-1/2 pound per cubic foot density fiberglass.
- E. In first class condition without tears, scuffs, etc.
- F. Comply with NFPA 90A.
- G. All transverse joints butted with non-flammable adhesive.
- H. Maximum flame spread rating of 25; maximum smoke developed rating of 50.
- I. Acceptable Manufacturers:
  1. CertainTeed.
  2. Johns-Manville Lina-Coustica.
  3. Knauf Ductliner E-M.
  4. Owens/Corning Aeroflex Duct Liner.

#### 2.5 PIPING

- A. Gas piping and screwed fittings shall be Schedule 40 galvanized steel.
- B. Pipe joint dope at fittings to be Gas Utility Company approved.
- C. Heating piping and screwed fittings shall be Schedule 40 black steel.
  1. All new and modified heating piping and fittings shall be fitted with new finished surfaced tight-fitting insulation jacketing.

#### 2.6 REGISTERS & GRILLES

- A. Supply Register:
  1. Aluminum construction.
  2. Adjustable horizontal front louvers.
  3. Adjustable vertical back louvers.
  4. Opposed blade damper behind louvers.
  5. Airtight gasket around perimeter.
  6. Size register commensurate with delivered air volume and duct size.
  7. White enamel finish.
  8. Acceptable Manufacturers and Product Numbers:

- a. Carnes RTDAH.
- b. Tuttle and Bailey T547.
- c. Reliable R2HO.
- d. Titus 300-RL-5.

B. Return Grille:

- 1. Aluminum construction.
- 2. Horizontal louvers fixed at 40° angle.
- 3. “Bronze” enamel finish.
- 4. Airtight gasket around perimeter.
- 5. Acceptable Manufacturers and Product Numbers:
  - a. Carnes RSAAH.
  - b. Tuttle and Bailey T70D.
  - c. Reliable GFX.
  - d. Titus 350RL.

2.7 WALL LOUVERS SHALL

- A. Be all extruded aluminum construction.
- B. Have box frame on all sides fastened to opening with flashing flange at bottom for metal building.
- D. Have face dimension as shown on Drawings.
- E. Be 4” thick.
- F. Have blades on approximately 45° angle on approximately 4.0” spacing.
- G. Have vertical ridge in blades for rain barrier.
- H. Have blades fastened to jambs with stainless steel screws.
- I. Have maximum air pressure drop of 0.15” W.C. and a maximum of 850 FPM free area velocity for intake louvers.
- J. Have a maximum air pressure drop of 0.15” W.C. and a maximum of 1000 FPM free area velocity for exhaust louvers.
- K. Have removable aluminum ½” mesh bird screen with mounting frame on inside face of louver.
- L. Have baked enamel finish to match adjacent brick color as approved by Architect.
- M. Clear span without mullions reinforced with braces as required.
- N. Drainable blade type.
- O. Acceptable Manufacturers & Product Numbers:
  - 1. American Warming LE-2121-ES.
  - 2. Arrow EA415D.
  - 3. Construction Specialties 4157.
  - 4. Dowco DBE-4.
  - 5. Greenheck.
  - 6. Ruskin ELF445DX.

3. EXECUTION

### 3.1 EQUIPMENT INSTALLATION – COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install HVAC equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.
- E. Make all duct connections air tight and restore insulation breaches.
- F. Shut down, drain down existing boiler heating system as required to make noted modifications. Test installed system piping loop and re-fill and re-fire boiler heating system.

### 3.2 DUCTWORK & LINING

- A. Construct ductwork in accordance with ASHRAE and SMACNA.
- B. Seal joints and seams to provide airtight duct construction. Sealing shall be done when duct joints and seams are made. Brush United Duct Sealer on all joints on ductwork located in unfinished spaces, including above ceilings and in mechanical rooms. On exposed round ducts, apply Duct Sealer to male end of duct.
- C. Hang ductwork from building structural system. Hanging from ceiling suspension system, electrical conduits, piping, ductwork, or building components not designed for hanging additional loads is not allowed.
- D. If impractical to install ductwork of dimensions called for because of space limitations, obstructions, conflict with other trades, etc., change duct shape as approved by the Architect, maintaining same air flow resistance (approximately same or larger net cross sectional area).
- E. All ductwork in the Occupants' zone shall be free of sharp edges.
- F. All ducts to be plumb and level. See details and notes on drawings for other requirements.
- G. All transverse joints in duct lining are to butt against each other to make the duct lining continuous.
- H. Both edges of transverse joints are to be brushed with adhesive before assembling the ductwork sections so that the joint seals.
- I. All tears and scuffs in the duct lining are to be repaired using nonflammable fabric in mastic.
- J. Seal all leading edges of duct lining with mastic.

### 3.3 HANGERS & SUPPORTS

- A. Secure hangers and supports from building structural system. Hanging from ceiling suspension systems, electrical conduits, ducts, piping, or other mechanical equipment or building components not designed for hanging is not allowed.

- B. Hangers and supports shall secure ductwork and equipment in position.

### 3.4 DAMPERS

- A. Install damper assemblies in proper alignment and position at secure, reinforced section of duct.
- B. Install motor operated dampers in accordance with Manufacturer's installation instructions. Provide control wiring and in-duct temperature sensor for operation.
- C. Clean dampers.
- E. Adjust damper so that it opens fully when called for to be open and tightly to prevent backdrafts when called for to be closed.

### 3.5 REGISTERS & GRILLES

- A. Install grille or register in each duct opening unless otherwise indicated.
- B. Fasten grilles and registers to sheet metal frame or flange on duct opening with screws. Screw heads shall be same color as grilles and registers.
- C. Adjust horizontal and vertical louvers on supply outlets to uniformly distribute the air throughout the space.

### 3.6 WALL LOUVERS

- A. Install wall louvers flush with face of wall, plumb, level, and placed in brick module and positioned to be in harmony with outside appearance of Building as directed by Architect.
- B. Securely fasten to structure.
- C. Provide sealant around perimeter for watertight joint as approved by Architect.

### 3.7 TESTING, ADJUSTING AND BALANCING

- A. Testing, adjusting and balancing of installed HVAC systems shall be performed by an approved independent professional HVAC testing and balancing service.
  - 1. Qualifications of personnel to perform these services shall be submitted to Architect for approval.
  - 2. Contractor shall pay for all costs of the on-site testing, adjusting and balancing services including pulleys, sheaves, belts, etc., and preparation of Report.
- B. Standards applicable to these services shall include:
  - 1. Current issue of ASHRAE Handbook for HVAC Systems Testing, Adjusting And Balancing.
  - 2. Associated Air Balance Council: National Standards for Field Measurement and Instrumentation Total System Balance, Volume Two, No. 12172, 1973 Edition.
  - 3. SMARTA publications for testing and balancing.

- C. After all balancing and adjustments have been made, prepare and submit three (3) bound copies of data on standard published forms, including instruments used, techniques, qualifications of balancing person and all other pertinent information.
- D. The Contractor shall cooperate and coordinate all necessary efforts to complete the testing and balancing procedures with the independent service.
- E. Each HVAC system shall be analyzed for both heating and cooling modes. Systems shall be adjusted to between design air quantities and 10% average. All resistors, grilles and diffusers shall be adjusted to within 10% of design air quantities.
- F. Methods employed and calibrated measuring devices shall be per approved standards.
- G. Testing, adjusting and balancing shall be repeated until satisfactory results are achieved.

### 3.8 OPERATION AND MAINTENANCE MANUAL

- A. Submit three properly indexed and bound copies, in 'D' Ring style notebooks, of the Operations and Maintenance Manual to the Architect. Make all corrections or additions required.

### 3.9 INSTRUCTING THE OWNER'S REPRESENTATIVES

- A. Adequately instruct the Owner's designated representatives in the maintenance, care, and operation of all systems installed under this contract.
- B. Provide verbal and written instructions to the Owner's representatives by FACTORY PERSONNEL in the care, maintenance, and operation of the equipment and systems.
- C. Operating Instructions: Contractor is responsible for all instructions to the Owner's representatives for the mechanical and control systems.

### 3.10 SYSTEM COMMISSIONING

- A. The mechanical systems shall be complete and operating. System start-up, testing, balancing, and satisfactory system performance is the responsibility of the Contractor. This includes calibration and adjustments of all controls, noise level adjustments and final comfort adjustments as required.
- B. Operate all HVAC systems continuously for at least two days prior to Substantial Completion. Areas with mechanical cooling shall be maintained below 60% RH. Equipment shall not be operated at any time during construction period.
- C. Contractor shall adjust the mechanical systems and controls as each season changes during the one-year warranty period, as required, to provide satisfactory operation and to prove performance of all systems in all seasons.
- D. All operating conditions and control sequences shall be tested during the start-up period. Test all interlocks, safety shutdowns, controls, and alarms.
- E. The Contractor, subcontractors, and equipment suppliers shall have skilled technicians to ensure that all systems perform properly and are capable for trouble shooting, assisting in start-up, obtaining satisfactory equipment operation, resolving installation and/or quality of work problems, equipment substitution

issues or unsatisfactory system performance, including call backs during the warranty period.

### 3.11 ADJUST AND CLEAN

- A. Thoroughly clean all equipment and systems prior to the Owner's final acceptance of the project. Clean all foreign paint, grease, oil, dirt, labels, stickers, and other foreign material from all equipment.
- B. Clean all drain pans and areas where moisture is present. Immediately report any mold, biological growth, or water damage.
- C. Remove all rubbish, debris, etc., accumulated during construction from the premises.
- D. At Substantial Completion replace filter panels in each furnace with new product.

END 23 01 00

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING  
Section 23 54 23 – HVAC System

1. GENERAL

1.1 WORK INCLUDES

A. Base Bid: General Contractor:

1. Provide complete new HVAC system, including but not limited to gas-fired up-flow furnace, A-C coil, return air mixing box and furnace support stand, fans, filter bank, vent and flue piping, A-C condensing unit, operational controls, thermostat, power and control wiring in conduit, fuse-tron switch, and all other components as specified herein and on Drawings, and as may be required to provide a complete and fully operational HVAC system.

1.2 SUBMITTALS: Product Data and Shop Drawings.

2. PRODUCTS

2.1 EQUIPMENT

A. Furnace unit to be Carrier Series/Model 59SC2A120S24-20 natural gas-fired up-flow 92.1% AFUE condensing type unit with cooling coils, blower, heat exchanger, all in pre-finished steel cabinet with standard factory features.

1. Heating capacity: 117,000 Btuh.
2. Minimum airflow delivery: 1900 cfm.
3. Provide heavy duty galvanized steel support stand if required in addition to mixing box for bottom return air furnace installation.
4. Multi-speed blower balanced statically and dynamically and with vibration isolation.
5. A.G.A. labeled, AHRI certified efficiency.
6. Heat exchanger:
  - a. Aluminized steel.
  - b. 7-year minimum limited warranty.
7. Gas burners shall be aluminized steel.



8. Extend Manufacturer recommended sized PVC piping and elbows to outside of exterior wall for intake and exhaust ducting.
  9. Intermittent pilot with electronic ignition system.
  10. Provide 1" thick pleated filters of size and type required by Furnace Manufacturer for filter media bank. Provide one extra wrapped set of filters for Owner's stock.
  11. Redundant combination gas control valve which includes manual shut-off, automatic electric valves, and gas pressure regulator and modulating gas valve with low fire start.
  12. Factory installed limit controls.
  13. 24-volt transformer for controls. Transformer to be sized large enough to control motor operated dampers in outdoor air duct and return duct.
- B. Air Conditioner unit to be Carrier Model 24ABB360A003, 5 Ton outdoor air-cooled condenser with Model CNPVP6024ALA cased vertical N-Coil evaporator coil and condensate pan.
1. Efficiency rating to be: 13 SEER
  2. Insulated refrigerant ("Puron") lines from coil to condensing unit.
  3. Heavy-duty grille encased condenser.
  4. Aluminum construction, painted, indoor base unit.
  5. Condensing unit to have internal pressure relief valve, thermal overload protection and filter drier.
  6. Condensing unit to be warranted for 7 years minimum.
  7. Provide rooftop-mounting curbs of type recommended by Manufacturer.
- C. Mixing Box Unit to be by Micrometl Corporation, Model MB-UF-D2A-ADB-HW, configured for mating to underside of Carrier furnace.
- D. Thermostat: Provide commercial grade programmable digital thermostat device, as recommended by Carrier; thermostat shall be equipped with lockable setting feature or tamperproof cover.

### 3. EXECUTION

#### 3.1 INSTALLATION

- A. Furnace, mixing box, filter rack, A/C condensing unit and associated equipment shall be installed in accordance with Manufacturer's installation instructions.

- B. Clean inside and outside of cabinet, lubricate bearings, adjust fan belts and pulleys, etc.
- C. Install a CPVC plastic drain from combustion chamber to P-trap.
- D. Install to and from furnace Schedule 40 PVC intake and exhaust flue pipes which are terminated with concentric termination kit in accordance with Manufacturer's recommendations; paint exterior pipes of color as selected by Owner.

END 23 54 23

DIVISION 26 – ELECTRICAL  
Section 26 00 05 – Electrical Work

1. GENERAL

1.1 WORK INCLUDES

A. Base Bid: General Contractor provides:

1. Raceways, fittings, boxes, enclosures and cabinets for electrical wiring.
2. Conductors, wiring, cables, connectors and wiring devices.
3. Power distribution systems to HVAC equipment, lighting fixtures and devices.
4. Provision of new circuits, properly sized breakers and modification to existing exterior distribution panel as may be required.
5. Supporting devices for electrical components.
6. Electrical identification.
7. Electrical demolition.
8. Cutting and patching for electrical construction.
9. Detectors.
10. Testing.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 23 01 00 – HVAC General Requirements.
2. 26 50 00 – Lighting.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70 (2011 edition), Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Wiring Diagrams: For each specialty item of controlling and detection equipment under this Section.

1.5 COORDINATION

- A. Coordinate chases, and openings for electrical supports, raceways, and cable with general construction work.

- B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work.
- C. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

## 2. PRODUCTS

### 2.1 METAL CONDUIT AND TUBING

- A. Manufacturers:
  - 1. AFC Cable Systems, Inc.; New Bedford, MA 02745.
  - 2. Anamet Electrical, Inc.; Glen Ellyn, IL 60137.
  - 3. Electri-Flex Co.; Roselle, IL 60172.
  - 4. Grinnell Co./Tyco International; Allied Tube and Conduit Div.; Harvey, IL 60426.
  - 5. O-Z Gedney Company; Des Plaines, IL 60018.
  - 6. Wheatland Tube Co.; Chicago, IL 60609.
- B. EMT: Electrical Metallic Tubing and Fittings; ANSI C 80.3-1995; and comply with FS-WW-C-563.
  - 1. Fittings: steel compression type only.
- C. RMC: Rigid Metal Conduit; galvanized rigid steel; ANSI C80.1-1995; and comply with FS-WW-C-581.
- D. IMC: Intermediate Metal Conduit; zinc-coated steel with threaded fittings; ANSI C80.6-1994; and comply with FS-WW-C-581.
- E. FMC: Flexible Metal Conduit; zinc-coated steel or aluminum; comply with FS-WW-C-566.
- F. Fittings: NEMA FB 1; compatible with conduit and tubing materials.
  - 1. Specifically designed for raceway type with which used.

### 2.2 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers:
  - 1. Appleton Electric Company; Skokie, IL 60077.
  - 2. Crouse-Hinds; Syracuse, NY 13221.
  - 3. Erickson Electrical Equipment Co.; Elk Grove Village, IL 60007.

4. Hoffman; Anoka, MN 55303.
5. Hubbell, Inc.; Killark Electric Manufacturing Co.; St. Louis, MO 63113.
6. O-Z/Gedney Company; Des Plaines, IL 60018.
7. RACO; Division of Hubbell, Inc.
8. Thomas & Betts Corporation; Memphis, TN 38125.
9. Walker Systems, Inc.; Williamstown, WV 26187.
10. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary; Northbrook, IL 60062.

- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover.
- D. Nonmetallic Outlet and Device Boxes: NEMA OS 2.
- E. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous hinge cover and flush latch.
  1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

## 2.3 FACTORY FINISHES

- A. Finish: For raceway, enclosure, or cabinet components, provide manufacturer's standard prime-coat finish ready for field painting.

## 2.4 CONDUCTORS AND CABLES

- A. Acceptable Manufacturers:

1. American Insulated Wire Corp.; Pawtucket, RI 02861.
2. General Cable Corporation; Highland Heights, KY 41076.
3. Senator Wire & Cable Company, Carrollton, GA 30117.
4. Southwire Company; Carrollton, GA 30117.

Refer to Part 3 "Conductor and Insulation Applications" Article for insulation type, cable construction, and ratings.

- B. Conductor Material: Copper complying with NEMA WC 5 or 7:
  1. No. 10 AWG and Smaller: Solid or stranded copper.
  2. Larger than No. 10 AWG: Stranded copper.

- C. Conductor Insulation Types: Type THHN or THWN complying with NEMA WC 5 or 7. Thermoplastic, rated 600V, 75 deg. C minimum, Type THW, THHN-THWN, or use depending on application.
- D. Wire Connectors and Splices: Units of size, ampacity rating, material, type, and class suitable for service indicated.

## 2.5 CONNECTORS AND SPLICES

- A. Acceptable Manufacturers:
  - 1. AFC Cable Systems, Inc.; New Bedford, MA 02745.
  - 2. AMP Incorporated/Tyco International; Middletown, PA 17057.
  - 3. Hubbell/Anderson.
  - 4. O-Z/Gedney Company; Des Plaines, IL 60018.
  - 5. 3M Company; Electrical Products Division.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

## 2.6 WIRING DEVICES

- A. Acceptable Manufacturers: Provide products by one of the following:
  - 1. Bryant Electric, Inc.; Milford, CT 06460.
  - 2. Hubbell Incorporated; Wiring Device-Kellems; Milford, CT 06460.
  - 3. Leviton Manufacturing Co.; Little Neck, NY 11362.
  - 4. Pass & Seymour; Syracuse, NY 13209.

## 2.7 RECEPTACLES

- A. Straight-Blade-Type Receptacles: Comply with NEMA WD 1, NEMA WD 6, DSCC W-C-596G, and UL 498. Rating to be 20 Amp.
- B. GFCI Receptacles: Straight blade, feed-through type, commercial (20 Amp) grade, with integral NEMA WD 6, Configuration 5-20R duplex receptacle; complying with UL 498 and UL 943. Design units for installation in a 2-3/4 inch deep outlet box without an adapter.

## 2.8 SWITCHES

- A. Single- and Double-Pole Switches (20 Amp rated): Comply with DSCC W-C-896F and UL 20.
- B. Snap Switches: commercial-Duty grade; 20 Amp rated; quiet type.

1. Two-Pole toggle switch to be 20 Amp rated, 120-277 Volt AC.  
Acceptable Manufacturers & Item Numbers:
  - a. Bryant Electric: #4902.
  - b. Hubbell: #HBL12221.
  - c. Leviton: #1222-2.
  - d. Pass & Seymour: #20AC2.
  
- C. Combination Switch and Receptacle: Both devices in a single gang unit with plaster ears and removable tab connector that permit separate or common feed connection.
  1. Switch: 20 A, 120/277-V ac.
  2. Receptacle: NEMA WD 6, Configuration 5-15R; 20 Amp rated.

## 2.9 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
  1. Plate-Securing Screws: Metal with head color to match plate finish.
  2. Material for Finished Spaces: Smooth, high-impact thermoplastic 0.035 inch thick.
  3. Material for Unfinished Spaces: Galvanized steel.
  4. Material for Wet Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in "wet locations". Cover plates shall be rated for wet locations while in use.

## 2.10 FINISHES

- A. Color for switches, receptacles and trim to be: Ivory.

## 2.11 SUPPORTING DEVICES

- A. Material: Cold-formed steel, with corrosion-resistant coating.
  
- B. Damp Locations: Hot-dip galvanized steel.
  
- C. Slotted-Steel Channel: Flange edges turned toward web, and 9/16 inch diameter slotted holes at a maximum of 2 inches o.c., in webs. Strength rating to suit structural loading.
  
- D. Nonmetallic Slotted Channel and Angle: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16 inch diameter holes at a maximum of 8 inches o.c. in at least one surface. Strength rating to suit structural loading.

- E. Slotted Channel Fittings and Accessories: Recommended by the manufacturer for use with the type and size of channel with which used.
  - 1. Materials: Same as channels and angles, except metal items may be stainless steel.
- F. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.
- G. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.
- H. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for nonarmored electrical cables in riser conduits. Plugs have number and size of conductor gripping holes as required to suit individual risers. Body constructed of malleable-iron casting with hot-dip galvanized finish.
- I. Expansion Anchors: Carbon-steel wedge or sleeve type.
- J. Toggle Bolts: All-steel springhead type.
- K. Powder-Driven Threaded Studs: Heat-treated steel.

## 2.12 SMOKE DETECTORS

- A. General Description:
  - 1. UL 268 listed, operating at 24 V dc, nominal; photoelectric type.
  - 2. Sensor: LED or infrared light source with matching silicon-cell receiver.
  - 3. Detector Sensitivity: Between 2.5 and 3.5 percent/foot smoke obscuration when tested according to UL 268A.
  - 4. Plug-in Arrangement: Detector and associated electronic components shall be mounted in a plug-in module that connects to a fixed base. Provide terminals in the fixed base for connection of building wiring.
  - 5. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
  - 6. Integral Visual-Indicating Light: LED type. Indicating detector has operated, and power-on status.
  - 7. Wall mounted to a 3 1/2" junction box, 120 volt powered.
- B. Acceptable Manufacturers:
  - 1. Edwards Systems Technology; Cheshire, CT 06410.



2. Fire Control Instruments, Inc.; Westwood, MA 02090.
3. NOTIFIER Fire Systems; Northford, CT 06472.
4. SimplexGrinnell; Westminster, MA 01441.

### 3. EXECUTION

#### 3.1 RACEWAY APPLICATION

##### A. Indoors:

1. Exposed: EMT.
2. Concealed: EMT.
3. Damp or Wet Locations: Rigid steel conduit (RMC).
4. Boxes and Enclosures: NEMA 250, Type 1, except as follows:
  - a. Damp or Wet Locations: NEMA 250, Type 4, nonmetallic.
5. Limited Distance Connections: FMC (See Article 3.2 K).

##### B. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.

#### 3.2 RACEWAY INSTALLATION

- A. Keep raceways at least 6 inches away from parallel runs of flues and hot-water pipes. Install horizontal raceway runs above water piping.
- B. Complete supported and secured raceway installation before starting conductor installation.
- C. Install temporary closures to prevent foreign matter from entering raceways.
- D. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.
- E. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
- F. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
  1. Run parallel or banked raceways together on common supports.

2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel, otherwise, provide field bends for parallel raceways.
- G. Join raceways with fittings designed and approved for that purpose and make joints tight.
1. Use insulating bushings to protect conductors.
- H. Terminations:
1. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.
  2. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.
- I. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with UL listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  2. Where otherwise required by NFPA 70-2011.
- J. Flexible Connections: Use maximum of 72 inches of flexible conduit for recessed and semi-recessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use LFMC in damp or wet locations. Install separate ground conductor across flexible connections.

### 3.3 CONDUCTOR AND INSULATION APPLICATIONS

- A. Service Entrance: Type THHN or THWN single conductors in raceway.
- B. Exposed Feeders: Type THHN or THWN, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in EMT.

- D. Exposed Branch Circuits, including in Crawlspace: Type THHN or THWN single conductors in EMT.
- E. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN or THWN single conductors in EMT.

### 3.4 WIRING INSTALLATION

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use Manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed Manufacturer's recommended maximum pulling tensions and sidewall pressure valves.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install fully supported and attached exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Seal around cables penetrating fire-rated elements.
- F. Identify and color-code conductors and cables per standard practices.
- G. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- H. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

### 3.5 ELECTRICAL EQUIPMENT INSTALLATION

- A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom.
- B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.

- C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.
- D. Right of Way: Give to raceways and piping systems installed at a required slope.
- E. Install smoke detectors per Manufacturer's printed instructions, and as shown on Drawing.
- F. Install carbon monoxide detector with associated relay and switching arrangement as detailed on Drawings for activation of ventilating fans, in accordance with detector Manufacturer's requirements.
- G. Install motor starters, transformers and relays in accordance with intended use and functional application, per Manufacturer's requirements and approved wiring diagrams.

### 3.6 WIRING METHODS FOR POWER, LIGHTING, AND CONTROL CIRCUITS

- A. Application: Use wiring methods specified below to the extent permitted by applicable codes as interpreted by authorities having jurisdiction.
- B. Concealed Branch Circuits in Ceilings( from junction box to lighting fixtures): FMC.
- C. Up to and above ceilings: conductors in EMT.
- D. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

### 3.7 ELECTRICAL SUPPORTING DEVICE APPLICATION

- A. Damp Locations: Hot-dip galvanized materials or nonmetallic, slotted channel system components.
- B. Dry Locations: Steel materials.
- C. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four with, 200 lb. minimum design load for each support element.

### 3.8 SUPPORT INSTALLATION

- A. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.
- B. Size supports for multiple raceway or cable runs so capacity can be increased by a 25 percent minimum in the future.
- C. Support individual horizontal single raceways with separate, malleable-iron pipe hangers or hangers.
- D. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies.
- E. Secure electrical items and their supports to building structure, using the following methods unless other fastening methods are indicated.
  - 1. Wood: Wood screws or screw-type nails.
  - 2. Gypsum Board: Toggle bolts. Seal around sleeves with joint compound, both sides of wall.
  - 3. Masonry: Toggle bolts on hollow block and expansion bolts on solid block. Seal around sleeves with mortar, both sides of wall.
  - 4. New Concrete: Concrete inserts with machine screws and bolts.
  - 5. Existing Concrete: Expansion bolts.
  - 6. Structural Steel: Spring tension clamps.
  - 7. Light Steel Framing: Sheet metal screws.
  - 8. Fasteners for Damp or Wet Locations: Stainless steel.
  - 9. Light Steel: Sheet-metal screws.
  - 10. Fasteners: Select so load applied to each fastener does not exceed 25 percent of its proof-test load.

### 3.9 DEMOLITION

- A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the work, remove damaged portions and install new products of equal capacity, quality, and functionality.
- B. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety.
- C. Abandoned Work: Cut and remove buried raceway and wiring, indicated to be abandoned in place, 2 inches below the surface or adjacent construction. Cap raceways and patch surface to match existing finish.

- D. Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.

### 3.10 CUTTING AND PATCHING

- A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.
- B. Repair, refinish and touch up disturbed finish materials and other surfaces to match adjacent undisturbed surfaces.

### 3.11 ELECTRICAL TESTING

- A. Electrical Contractor shall conduct insulation resistance, grounding, continuity, voltage and phase relationship tests of completed system installation.
  - 1. Test for opens and shorts and phase relationships.
  - 2. When tests disclose any unsatisfactory quality of work or equipment furnished under this Contract, correct defects and retest. Repeat tests until satisfactory results are obtained.
  - 3. When any wiring or equipment is damaged by tests, repair or replace such wiring or equipment. Test repaired items to ensure satisfactory operation.

### 3.12 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

### 3.13 CLEANING

- A. After completing installation of exposed, factory-finished raceways and boxes, inspect exposed finishes and repair damaged finishes.

END 26 00 05

DIVISION 26 – ELECTRICAL  
Section 26 50 00 – Lighting

1. GENERAL

1.1 WORK INCLUDES

A. Base Bid: Electrical Contractor shall provide the following, as set forth within this Section and as shown and Scheduled on the Drawings:

1. Interior lighting fixtures with lamps and ballasts.
2. Accessories, including electronic and magnetic ballasts, hangers and supports.
3. Lighting control sensors.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 26 00 05 – Electrical Work.

1.3 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70 (2011 edition), Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. FMG Compliance: Fixtures for hazardous locations shall be listed and labeled for indicated class and division of hazard by FMG.

1.4 SUBMITTALS

A. Product Data: For each type of lighting fixture scheduled, arranged in order of fixture designation. Include data on features, accessories, and finishes.

B. Operation and maintenance data.

1.5 WARRANTY

A. Warranty Period: Ballasts are to be warranted by Manufacturer for a period of five (5) years.

## 2. PRODUCTS

### 2.1 LIGHTING FIXTURES: See Schedule for Typical Lighting Fixtures on Drawings with Acceptable Manufacturers.

#### A. Basic Fluorescent Fixtures:

1. Lenses: as noted on Schedule.
2. Voltage: 120V ac.
3. Mounting: as noted.
4. Lamps: T-8.
5. Ballast Types and Features: Electronic.

### 2.2 FLUORESCENT LAMP BALLASTS

#### A. Description: Include the following features, unless otherwise indicated:

1. Designed for type and quantity of lamps indicated at full light output.
2. Externally fused with slow-blow type rated between 2.65 and 3.0 times the line current.

#### B. Fluorescent Ballast: Shall meet UL Standard 935. Ballast shall be RAPID START (RS) type.

#### C. Ballasts shall meet applicable ANSI and IEEE standards regarding harmonic distortion and surge protection. The input current 3<sup>rd</sup> harmonic content shall not exceed 6% of the input current. The total harmonic distortion shall not exceed 10%.

#### D. The ballast must maintain constant high output through input voltage ranges of 90 to 145 volts (120V ballast) and 200 to 320 volt (277V ballast).

#### E. Ballast Requirements:

1. Current crest factor for F32 lamps shall be no greater than 1.7; for all other lamps shall be no greater than 1.7.
2. The minimum ambient temperature shall be 50°F, maximum 105°F.
3. Fluorescent ballasts shall be high frequency type, operating at a frequency of 20KHZ or higher, with no detectable lamp flicker.
4. Ballasts shall not be affected by lamp failure and shall yield normal lamp life.
5. Ballast power factor shall be 99%.



6. Ballast shall be rated Class P, thermally protected and have a Class A sound rating, or better.
7. Ballast shall comply with EMI and RFI Limits set by FCC (CFR 47 Part 18).
8. Ballasts shall carry a five (5) year warranty, including labor allowance.

2.3 FLUORESCENT ELECTRONIC BALLASTS MANUFACTURERS

<u>MANUFACTURER</u>	<u>BALLAST TYPE &amp; % THD</u>		
	32 Watt RS	Dimming	Compact
	10% THD	Ballasts	Fluorescent
A. Advance	RCN, VCN	Mark X	
B. Magnetek	HP Series	Ballastar Series	C2642UNV
C. Motorola/Osram	#RN		
D. Lutron		Hi-Lume	
E. Robertson			REC Series
F. Esavings, Inc.			ES-CFH-UNV Series

2.4 FLUORESCENT LAMPS

- A. T8 rapid-start lamps, rated 32 W maximum, 2800 initial lumens (minimum), CRI of 75 (minimum), color temperature of 3500K, and average rated life of 20,000 hours, unless otherwise indicated.
- B. 18 W Triple Tube compact fluorescent lamps, CRI of 82, color temperature of 3000K, average rated life of 12,000 hours.
- C. Self-Ballasted 26W BR-40 Base, compact fluorescent lamps, CRI of 82, color temperature of 2700K.
- D. Acceptable Manufacturers:
  1. G.E. Lighting.
  2. Osram/Sylvania.
  3. Philips.
  4. Venture Lighting International, Inc.

## 2.5 EXIT SIGNS/EMERGENCY LIGHTING UNITS

- A. See Lighting Fixture Schedule for Description and Models of Combination Exit Signs and Emergency Lighting Units.
  - 1. Fixtures shall be equipped with back-up battery offering 12V output voltage.
  - 2. Acceptable Manufacturers:
    - a. Cooper Lighting; Elk Grove Village, IL 60007.
    - b. Juno Lighting, Inc.; DesPlaines, IL 60017.
    - c. Lithonia Lighting; Conyers, GA 30012.
    - d. Hubbell Lighting, Inc.; Greenville, SC 29607.
- B. Comply with UL 924; for EXIT sign colors and lettering size, comply with authorities having jurisdiction.
- C. Internally Lighted Exit Signs:
  - 1. Lamps for AC Operation: Light-emitting diodes, 70,000 hours minimum of rated lamp life.
- D. Enclosure & Emergency Lighting Unit Characteristics:
  - 1. Enclosure to be rigid, high-impact thermoplastic construction.
  - 2. Adjustable dual, glare-free lighting heads with tempered glass lenses.
  - 3. Lamp wattage: 9W each (all lamps included with fixtures).
  - 4. Dual voltage 120/277 VAC operation.
  - 5. Maintenance-free sealed lead calcium batteries.

## 2.6 LIGHTING CONTROL/OCCUPANCY SENSORS

- A. Acceptable Manufacturers:
  - 1. PIR (TYPE)
    - a. Leviton Mfg. Company, Inc. #6788 with #6779 Control Unit.
    - b. Sensor Switch, Inc. #CM-9 with #PP-20 Power Pack.
    - c. Watt Stopper (The). #CI-200 with # WATTSTOPPER Power Pack.
- B. Description: Wall- or ceiling-mounting, solid-state, PIR-type units.

1. Operation: Unless otherwise indicated, turn lights on when covered area is occupied and off when unoccupied; with a time delay for turning lights off, adjustable over a minimum range of 1 to 15 minutes.
2. Sensor Output: Contacts rated to operate the connected relay, complying with UL 773A. Sensor shall be powered from the relay unit.
3. Relay Unit: Dry contacts rated for 20-A ballast load at 120- and 277-V ac, for 13-A tungsten at 120-V ac, and for 1 hp at 120-V ac. Power supply to sensor shall be 24-V dc, 150-mA, Class 2 power source as defined by NFPA 70.
4. Mounting:
  - a. Sensor: Suitable for mounting in any position on a standard outlet box.
  - b. Relay: Externally mounted through a ½ inch knockout in a standard behind hinged door.
  - c. Time-Delay and Sensitivity Adjustments: Recessed and concealed behind hinged door.
5. Indicator: LED, to show when motion is being detected during testing and normal operation of the sensor.
6. Bypass Switch: Override the on function in case of sensor failure.
7. Detector Sensitivity: Detect occurrences of 6-inch minimum movement of any portion of a human body that presents a target of at least 36 sq. inches.
8. Detection Coverage (Room): Detect occupancy anywhere in a circular area of 1000 sq. ft. when mounted on a 96-in high ceiling.

## 2.7 FIXTURE SUPPORT COMPONENTS

- A. Comply with Section 26 00 05 Electrical Work for channel- and angle-iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: ¾ inch.
- C. Twin-Stem Hangers: Two, ½ inch steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated, 12 gage.
- E. Wires for Humid Spaces: ASTM A 580/A 580M, Composition 302 or 304, annealed stainless steel, 12 gage.
- F. Rod Hangers: 3/16 inch minimum diameter, cadmium-plated, threaded steel rod.

- G. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

### 3. EXECUTION

#### 3.1 INSTALLATION

- A. Fixtures: Set level, plumb, and square with ceilings and walls. Install lamps in each fixture.
- B. Support for Fixtures in or on Grid-Type Suspended Ceilings:
  - 1. Provide at least two (2) independent support rods or wires anchored to and suspended from steel structural framing members above, to tabs on lighting fixture. Each wire or rod shall have breaking strength of the weight of fixture at a factor of safety of 3.
  - 2. Allow lighting fixture to rest level and straight in ceiling grid system in layout spacing as shown.
- C. Suspended Fixture Support:
  - 1. Pendants and Rods: Where longer than 48 inches, brace to limit swing.
  - 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
  - 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
  - 4. Continuous Rows: Suspend from cable.
- D. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4 inch metal channels spanning and secured to ceiling tees.
- E. Install and aim occupancy sensors in locations to achieve at least 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.
- F. Adjust amiable fixtures to provide required light intensities.
- G. Provide Owner with extra stock of lamps equivalent to 5% of each type and size of lamp.

END 26 50 00

**ATTACHMENT A.6**  
**INSURANCE REQUIREMENTS**  
**ROUTINE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS**

Contractor shall obtain insurance of the types and in the amounts listed below.

**A. COMMERCIAL GENERAL AND UMBRELLA LIABILITY INSURANCE**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

**B. CONTINUING COMPLETED OPERATIONS LIABILITY INSURANCE**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least one (1) year following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**C. BUSINESS AUTO AND UMBRELLA LIABILITY INSURANCE**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**D. WORKERS COMPENSATION INSURANCE**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

## **E. GENERAL INSURANCE PROVISIONS**

- 1. Evidence of Insurance.** Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such 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.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

- 2. Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.
- 3. Cross-Liability Coverage.** If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
- 5. Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

## **F. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited legal fees (attorney's and paralegal's 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 (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) 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, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, 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 provision of the Contract.

## SAMPLE LIABILITY INSURANCE ENDORSEMENT

**The following spaces preceded by an asterisk (\*) need not be completed if this endorsement and policy have the same inception date.**

ATTACHED TO AND FORMING PART OF POLICY NUMBER	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
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This endorsement changes the policy. Please read it carefully.

### AUTOMATIC ADDITIONAL INSUREDS

The following provision is added to (SECTION II), Who Is An Insured.

5. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, “your work” for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of “your work” to the extent set forth below.
  - a. The Limits of Insurance provided on behalf of the Additional Insured are not greater than those required by such contract.
  - b. The coverage provided to the Additional Insured(s) is not greater than that customarily provided by the policy forms specified in and required by the contract.
  - c. All insuring agreements, exclusions and conditions of this policy apply.
  - d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Except when required otherwise by contract, this insurance does not apply to:

- 1) “Bodily injury” or “property damage” occurring after
  - a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the site of the covered operations has been completed; or
  - b) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 2) “Bodily injury” or “property damage” arising out of any act or omission of the Additional Insured(s) or any of their employees, other than the general supervision of work performed for the Additional Insured(s) by you.
- 3) “Property damage” to
  - a) Property owned, used or occupied by or rented to the Additional Insured(s);
  - b) Property in the care, custody or control of the Additional Insured(s) or over which the Additional Insured(s) is for any purpose exercising physical control; or



- c) “Your work” for the Additional Insured(s).

With respect to Additional Insureds who are architects, engineers or surveyors, this insurance does not apply “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the rendering of or the failure to render any professional services by or for you, including:

- a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- b) Supervisory, inspection or engineering services.

Any coverages provided hereunder shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

No person or organization is an Additional Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

END OF ATTACHMENT A.6