

A PROJECT OF THE
PEORIA PARK DISTRICT
PEORIA, ILLINOIS

MASONRY REPAIRS
PROCTOR RECREATION CENTER
309 S. DUSABLE
PEORIA, ILLINOIS



PROJECT # 21-034
JUNE 1, 2021

PROJECT MANUAL

PACKAGE # _____

PROJECT MANUAL INCLUDING SPECIFICATIONS FOR:

**MASONRY REPAIRS
PROCTOR RECREATION CENTER
S. DUSABLE
PEORIA, ILLINOIS**

ARCHITECT:

ApacEDesign ARCHITECTS + ENGINEERS
ATTN: DAVE VOORHEES
2112 E. WAR MEMORIAL DR.
PEORIA, ILLINOIS 61614
TELEPHONE: (309)685-4722

OWNER:

PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA,
PEORIA, ILLINOIS

TRUSTEES:

ROBERT L. JOHNSON, SR., PRESIDENT
JACQUELINE J. PETTY
JOSEPH CASSIDY
JOYCE HARANT
LAURIE COVINGTON
TIMOTHY L. BERTSCHY

PROJECT MANAGER:

BECKY FREDRICKSON
PLANNING, DESIGN & CONSTRUCTION DIVISION
BRADLEY PARK EQUIPMENT SERVICE
1314 N. PARK ROAD
PEORIA, ILLINOIS 61604
TELEPHONE: (309) 657-5274

ADMINISTRATIVE STAFF:

EMILY CAHILL, EXECUTIVE DIRECTOR
BRENT WHEELER, DEPUTY DIRECTOR
MATT FREEMAN, SUPERINTENDENT OF PARKS
KARRIE ROSS, SUPERINTENDENT OF FINANCE
AND ADMINISTRATIVE SERVICES
BECKY FREDRICKSON, SUPERINTENDENT OF PLANNING,
DESIGN AND CONSTRUCTION
SHALESSE PIE, SUPERINTENDENT OF HUMAN
RESOURCES
SCOTT LOFTUS, SUPERINTENDENT OF RECREATION

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:

MASONRY REPAIRS
PROCTOR RECREATION CENTER
309 S. DUSABLE
PEORIA, IL 61605

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

Sealed bids will be received until 1:00 pm, Tuesday, June 15, 2021, prevailing time, by the Owner, at the Peoria Park District Administrative Office, 1125 W. Lake Ave., Peoria, Illinois 61614. (The Board Room clock 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 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 \$50.00 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: ROBERT L. JOHNSON, SR., President

BY: ALICIA WOODWORTH, 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 to include brick masonry restoration, including replacement of spalled or broken brick, tuckpointing, joint sealants/caulking of stone joints, cleaning and sealing at masonry and stone sills.

- 1. **PRE-BID MEETING :**

- 1. A pre-bid meeting will be held at Proctor Recreation Center on Tuesday, June 8, 2021 at 11:00am.

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 and Paragraph 16 of the Supplementary 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:

Following 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 the Agreement in the form included in the Contract Documents in such number of copies as the Owner may require. The Owner's Representative will provide Notice to Proceed after all bonds and any other required documents have been received by the Park District.

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 contractor.
- 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) **Performance Bond**
 - 4) **Labor and Material Payment Bond**
 - 5) **Lien Waiver Forms**
 - 6) **Weekly Workforce Report**
 - 7) **Certified Payroll Form**

Please Note: Illinois State Law has changed. As a Contractor on a public works project, Contractor must

submit Certified payroll directly to the Illinois Department of Labor. See details at <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-portal.aspx>
The first time submitting certified payroll to this site requires additional set-up time and specialized forms that must Be used.

After submitting certified payroll directly to the Illinois Department of Labor, Contractor will receive a PDF proof of Submittal. A copy of this PDF proof of submittal is required with pay applications to Owner.

8) **Insurance Forms: As required in Attachment A (at end of Project Manual)** (will not be provided by Owner)

9) **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 sixty-nine (69) calendar days from Notice of Award until Substantial Completion is attained. The work is tentatively scheduled to begin on June 24, 2021 and be at Substantial Completion by August 31, 2021.
- 3) After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work necessary to achieve Final Completion within fourteen (14) calendar days or any proper extension thereof granted by Owner, Contractor shall pay Owner TWO HUNDRED AND FIFTY DOLLARS (\$ 250.00) dollars 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 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 \$50.00 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/SEXUAL HARASSMENT

- A. It is a goal of the Peoria Park District to encourage 12% participation of minorities and women on Peoria Park District construction projects through contracts and workforce. Good Faith Effort must be made to encourage the use of minority and women owned businesses as sub-contractors and suppliers on the project. Good Faith Effort is defined below:

Based on the trades and availability of contractors required to complete the project, a minimum of three minority/women owned firms must be contacted. The Park District's list of minority/women owned firms will be included in all bid documents.

The bidder shall negotiate in good faith with the potential minority/women owned firms by not imposing any conditions which are not similarly imposed on all other subcontractors and suppliers, or by denying benefits ordinarily conferred on subcontractors or suppliers for the type of work for which bids were solicited. Minority and women owned businesses must be notified at least 3 business days prior to bid opening to allow adequate time to review and provide bid.

On all bids over \$100,000.00, the bidder must complete and include in the bid, the **Minority/Women Owned Contact Sheet** form. This form will include name of companies contacted, the time and date companies were contacted, the method by which the companies were contacted, the response by the companies contacted, the area of work the companies were contacted about, and bid amounts received from the companies along with other comments.

The low bidder shall provide to the Park District upon request, copies of all correspondence including without limitation, faxes, letters, text messages, and emails sent to minority/women owned firms.

If a bidder does not provide the required documentation for Good Faith Effort, the bidder may be considered non-responsive and not a responsible bidder on this project. Park District staff may disqualify the bidder and move to the next low bidder.

Failure to complete and submit the following forms (provided in the bid packet) with the Bid may result in rejection of the bid.

- 1) **"Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors"** Form
- 2) **"Workforce Profile"** Form
- 3) **"Minority/Women Owned Contact Sheet"** Form

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"**. A copy shall be submitted with the Bid. The Sexual Harassment Policy must contain:

- 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.

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.
- 3) The **WORKFORCE PROFILE** form.
- 4) The Bidder's **SEXUAL HARASSMENT POLICY**.
- 5) If the bid is over \$100,000.00, the **MINORITY/WOMEN OWNED CONTACT SHEET** form.

- 6) The **CERTIFICATION OF COMPLIANCE OF THE LISTED PROVISIONS AND LAWS** form.
 - 7) The **LIST OF SUBCONTRACTORS**. (Submit form and state "No Subcontractors" on the form, if none will be used.)
 - 8) The **BID GUARANTY**.
- 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. 21-034

BID FOR: MASONRY RESTORATION

LOCATION: PROCTOR RECREATION

CENTER

BID FORM

BID TO: PEORIA PARK DISTRICT

UNDERSIGNED:

1. Acknowledges receipt of:
 - A. Project Manual and Drawings for:

 - 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).

Bid From: _____

PROJECT NO. 21-034

BID FOR: MASONRY RESTORATION

LOCATION: PROCTOR RECREATION

CENTER

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.

<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 enclosed?	Yes	No
Is Workforce Profile enclosed?	Yes	No
Is Bidder's Sexual Harassment Policy enclosed?	Yes	No
If the bid is over \$100,000.00, the Minority/Women Owned Contact Sheet enclosed?	Yes	No
Is List of Subcontractors enclosed?	Yes	No
Is Certification of Compliance of the Listed Provisions and Laws form enclosed?	Yes	No

8. **BIDDER INFORMATION:**

NAME OF BIDDER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO.: _____

BY: _____
(Signature of Authorized Official)

Bid From: _____

PROJECT NO. 21-034

BID FOR: MASONRY RESTORATION

LOCATION: PROCTOR RECREATION

CENTER

TITLE: _____

BIDDER'S SEAL

WITNESS: _____

END OF BID FORM



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

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)? ☐ NO ☐ YES, if yes ☐ MBE or ☐ WBE?

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.

The Company has a written sexual harassment policy meeting the Illinois Department of Human Rights requirements.

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

Rev. 9/2017

WORKFORCE PROFILE

Job Classifications	Black Employees		White Employees		Hispanic Employees		Native American Employees		Asian Employees		Other Employees		TOTAL EMPLOYEES	
	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														
TOTALS														

Company Name: _____

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.

Minority/Women Owned Contact Sheet

Proof of Contact Efforts by General Contractor of MBE/WBE firms for the project

MBE/WBE Company Name	<u>Minority</u> Owned or <u>Woman</u> Owned?	Individual Contacted at MBE/WBE also date/time	Method of Contact & Information: Phone #, Fax #, Email	Response: (Provided Bid or No Bid?)	Area of Work	Comments: If Bid accepted, give \$ amount. If Bid not accepted, give justification.

Company Name _____

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

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 an individual who submits (voluntarily or under duress) to sexual advances or sexual favors. Another example is where an individual must submit to unwelcome sexual conduct in order to receive an employment opportunity.

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:

Sexual Harassment Model Policy Statement

Page 2

- ⇒ “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 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.

PROCTOR REC CENTER MASONRY REPAIRS - Project Manual

CERTIFICATION OF COMPLIANCE
OF THE LISTED PROVISIONS AND LAWS

1) Illinois Drug Free Workplace Act of 1991

2) The Substance Abuse Prevention on Public Works Act Public Act 95-0635:

Prohibits the use of drugs and alcohol while performing work on a public works project.

The Contractor/Subcontractor has signed collective bargaining agreement for all of its employees that deal with the subject matter or the Contractor/Subcontractor has a prevention program that meets or exceeds the requirements of the Public Act for all employees not covered by a collective bargaining agreement.

3) Safety Compliance:

Contractor/Subcontractors will comply with any and all prevailing occupational safety and health standards. Such compliance may include a training component or require a written program of compliance.

4) Illinois Criminal Code, Illinois Compiled Statutes 720 ILCS 5/33E-3 and 5/33E-4:

Contractor/Subcontractor has not been barred from bidding on public contract as a result of bid rigging or bid rotating.

The undersigned representative of the Contractor/Vendor hereby certifies to comply with the laws and provisions listed above.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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)

BIDDER: _____

END OF MAJOR SUBCONTRACTORS FORM

Directory of Minority & Women Owned Business Enterprises

Peoria Park District

Revised 3/2021

3 Keys Construction Tray Keys	MBE Concrete, Roadway Patching, Retaining Walls, Landscaping, Storm Sewer 2314 Lehman Rd., Peoria, IL 61604 threekeysconstruction@yahoo.com	309-472-2721
Absolute Risk Management Strategies Kelly Peterson	MBE Construction Safety, Job Site Safety Plan Development, Job Site Risk Assessment, Construction OSHA Training 416 Main St., Suite 533, Peoria, IL 61602	309-256-8471 309-222-4050 Cell
Adams Septic & Sewer Services, Inc. Michelle Adams	WBE Septic and Sewer Contractor 1641 N. Tiber Ridge Ct., East Peoria, IL 61611	309-691-6113
Aerial Work Services Company	MBE Landscaping and Seeding 13805 Wadsworth Road, Wadsworth, IL	847-662-5321 847-662-5321 Fax
AFE Construction, Inc. Tommy and Monica Arbuckle	WBE General Contractor WBE P.O. Box 199, Mackinaw, IL 61755	309-303-7065 866- 491-2209 Fax Tommy.afeinc@hotmail.com
A & L Salvage, Inc. Archie Brown	MBE Clean Up, Tree Cutting & Removal, Truck Salvaging 824 W. Brons Peoria, IL 61604	309-682-4412
Alexander Brothers Construction Co. Allester Alexander	MBE Concrete, Demolition, Excavation, Landscaping P.O. Box 1508, Peoria, IL 61605	309-673-6768 abrosconst@aol.com
Alexander & Sons Construction Leonard Alexander	MBE Driveways, Curbs, Foundations, Layouts, Sidewalks, etc. 2415 N. Linn Street, Peoria, IL 61604 Leonardalexander1467@yahoo.com	309-678-3004 773-628-9064 (cell)
Allworld Project Management LLC Ronnie Foster Jr.	MBE Highway, Street & Bridge Construction, Water & Sewer Line and Related Construction, Landscaping, Civil Engineering 415 South Front Street, Suite 121, Memphis, TN 38103 procurement@allworldmail.com	901-881-2985
A. Lucas & Sons Steel Margaret Hanley	WBE Structural Steel Fabrication 1328 SW Washington, Peoria, IL 61602	309-673-8547 309-673-7213 Fax Margaret@alucasiron.com
Ambri Inc. Robert J. Hunt. Jr.	MBE Drywall, Flooring, Painting, Cabinetry 9101 S. Nashville Ave., Oak Lawn, IL 60453	708-233-0217 Ph/ Fax
A Unique Maintenance Service Andrea McKnight	MBE Commercial and Industrial Construction Cleanup 1215 N. Sheridan Road, Suite A, Peoria, IL 61606	309-637-4400 309-637-1300 Fax 309-453-3393 Cell
Black Squirrel Services Inc. Aaron Watkins and Joshua Wessels	MBE Skid Steer, Landscaping, Blacktop, Striping, Sealcoating Crack Filling, Crack Routing & Concrete 2037 N. Aspen Road, Peoria, IL 61604	309-369-7817 blackssquirrel@yahoo.com
BMI Contractors & Assoc. Sammy Hobson	MBE Excavation, Concrete 1123 MacQueen., Peoria, IL 61604 bmicontractorsandassociates@comcast.net	309-657-4469 Ph 309-713-1569 Fax
BOWA Group, The Lee Fantroy	MBE General 7050 S. Stony Island Ave, Chicago, IL 60649	312-238-9899 603-388-1071 Fax lfantroy@thebowagroup.com
Braun Excavating, Inc. Teresa Braun	WBE Demolition, Digging of Footings, Excavation, Pipe Laying 24 Gulf Stream, Bartonville, IL 61607	309-697-5454 309-697-6567 Fax
Brown, Leo Trucking, Inc. Leo Brown	MBE Trucking/Hauling P. O. Box 9057, Peoria, IL 61612	309-685-6710 309-685-0759 Fax
Buddy's Landscaping Dexter Davis	MBE Landscaping P. O. Box 1836, Bloomington, IL 61702	309-824-9211 309-454-3342 Fax Dexterdavis2@aol.com

Burnside Brothers Construction Terry Burnside	MBE Landscaping, General Construction 3563 SW Adams, Peoria, IL 61605	309-922-9390
C and G Concrete Construction Co. Inc. Patricia Slusher	WBE Concrete Rodney@cngconcrete.com	309-699-0384 309-699-6922 Fax 309-208-2646 Cell
Capitol Trucking Eddie Washington	MBE Trucking, Snow Removal 2803 Creston Lane, Peoria, IL 61604	309-339-5313
Central IL Construction Inc. Jessica Youngman	WBE Land Surveying 416 Germantown Rd., Germantown, IL 61548	309-383-3156
Central IL Consulting Jessica Youngman	WBE Land Surveying 416 Germantown Rd., Germantown, IL 61548	309-383-3156 youngman@mtco.com
Central IL Rebar Insulators Roger Fleming	MBE Structural Steel and Rebar Replacement 4719 Ridgelawn Place, Peoria, IL 61615	309-258-1379 888-387-5716 Fax 309-258-1379 Cell
Central Landscaping Donna Brandenburg	WBE Seeding, Landscaping 12512 Mendell Rd., Princeville, IL 61559	309-385-4832 309-385-2644 Fax
CJL Landscaping, Inc. Rebecca J. Kelch	WBE Landscaping 10902 W. U. S. Highway 150, Brimfield, IL 61517	309-691-9200 309-691-5131 Fax Meinders_81@yahoo.com jrdoering@att.net
Clevenger Contractors Inc. Verlee Clevenger Misty L. Daham	WBE Guardrail, Bridge Rail, Seeding, Fencing 355 Naples Rd., P.O. Box 19, Bluffs, IL 62621	217-754-3411 217-754-3537 Fax clever@irtc.net
CNS Forestry & Landscaping LLC Christine Schilling	WBE Landscaping, Seeding, Sodding, Tree Removal 1813 1000 th St., Lincoln, IL 62656	217-792-3808 217-792-3808 Fax
Concrete to Perfection Elonda Whitfield	WBE/MBE Designs on Concrete concretetoperfection@gmail.com	309-681-9508
Cordova Construction Tina Christopher	WBE Concrete Removal, Curb & Gutter Removal, Sidewalk Removal 2424 N. Ellory Road, Peoria, IL 61615	309-674-8810 309-208-3448 Cell
Cornerstone Builders & Developers Ron Touilly	WBE 6129 W. Southport Rd., Peoria, IL 61615	309-674-9000 309-673-7783 Fax
Creative Touch Painting Chris Ridge	MBE Painting Exterior/Interior 3318 N. Isabell Ave., Peoria, IL 61604	309-229-1253 309-643-7400 Cell info@creativetouchpnt.com
CSS (Construction Specialties & Services) Dave Suzuki	MBE Building Specialties, Design, Engineering, Estimating P. O. Box 120703 Peoria, IL 61614	309-685-8453
CWG Inc. Teresa Gustafson	WBE Demolition, Excavation, Trucking 24635 Cooper Rd., Morton, IL 61550	309-208-5461 Cell 309-208-8899 Cell tgusdesigns@yahoo.com
Davis Brothers Construction Company Russell Davis	MBE Trucking/Hauling 1522 W. Kettelle St. Peoria, IL 61605	309-683-6931
DECA Realty Eddie J. Washington	MBE Real Estate Broker, Appraiser 417 W. Main, Peoria, IL 61606	309-637-3322 309-682-3922 Fax
Design Air Inc. Courtney Eston	MBE Commercial Air Duct Cleaning 3806 W. Hearthwood Dr., Dunlap, IL 61525	309-693-8632 309-243-2102 Fax
Dunbar Transfer	WBE Trucking P.O. Box 315, Chillicothe, IL 61523-0315	309-303-5122
E & D Trucking and Hauling, Inc. Eddie Proctor	MBE Trucking/Hauling 1913 N. Idaho, Peoria, IL 61604	309-682-4336 309-251-6736 Cell
E. Davis Trucking Company Eric Davis	MBE Trucking edavistrucking@gmail.com	309-648-1450

Earth Care Unlimited, Inc. Monica Thornley	WBE Landscaping, Seeding, Sodding 3108 Panther Grove Rd, Ashland, IL 62612	217-452-7370 217-414-4321
Fire & Ice Heating and Air J.T. Toombs	MBE HVAC Maintenance, Installment 922 W. Smith St., Peoria, IL 61605	309-219-3708
Foster-Jacob Electric Emily Rudesill	WBE Electrical 826 W. Main St., Peoria, IL 61606	309-674-8129
Fuhrmann Engineering Inc. Kathy Shelter	WBE Civil Engineers / Land Surveyors 456 Fulton St., Suite 146	309-713-3498 Ext. 5
Flessner Electric	WBE Electrical 3600 S. Cameron Ln., Mapleton, IL 61547	309-697-2484
Foster-Jacob Electric Emily Rudesill	WBE Electrical 826 W. Main St., Peoria, IL 61606	309-674-8129 309-674-6890 Fax emilyj@fosterjacob.com
Garza Heating & Cooling	MBE HVAC 1304 S. Western Ave., Peoria, IL 61605	309-645-6294
Get Current Electrical Serv. Richard Rhodes	MBE Electrical 4210 N. Northbrook Ct. Richard_rhodes2001@yahoo.com	309-989-7931
Ronald A. Givens & Associates Ronald A. Givens	MBE Insurance & Investments 2616 N. Lehman, Peoria, IL 61602	309-685-4588 309-676-3152 Fax
GIVSCO Construction Ronald Givens	MBE General Contractor 2321 Lakeshore Dr., Pekin, IL 61554	309-620-9127 info@givSCO.com
Gutters & More	WBE 157 Thunderbird Ln., East Peoria, IL 61611	309-694-4000 309-694-3356 Fax
Hancock Trucking, Inc. Nancy Hancock	WBE Trucking/Hauling 30570 Hancock Road Mackinaw, IL 61755	309-447-6733
Hanley Steel, Inc. Jill Hanley	WBE Fabricated Structural and Miscellaneous Steel 8811 N. Industrial Rd., Peoria, IL 61615	309-692-5250 309-692-5251 Fax
Heart Technologies Jim Bainter, Brad Armstrong	WBE Data and Telephone, Communication and Construction 3105 N. Main Street, Peoria, IL 61611	309-427-7000 309-427-7007 Fax
Hermann & Associates Alisha Hermann	WBE Consultant Engineering 5835 N. Galena Rd., Peoria, IL 61614	309-687-5566 309-687-0571 Fax
Horan Construction, Inc. Susan Arnholt	WBE Carpentry, Concrete, Demolition, General, Wrecking 1720 W. Chanute Road Peoria, IL 61615	309-691-3133 309-691-1841 Fax
Illinois Mechanical Service & Design Beth Ward	WBE HVAC P.O. Box 10494, Peoria, IL 61612	309-713-3640 309-274-6941
Infrastructure Engineering Thu Truitt	MBE Civil Engineering 456 Fulton St., Suite 104, Peoria, IL 61602	309-637-9200 309-637-9210
Intech Innovations John McCrary	WBE Audio/Video Design and Integration Washington, IL 61571	309-370-6676 309-745-9691 Fax
Interlock Brick Paving Chris Joos	WBE Hardscaping, Landscaping, Excavating P.O. Box 6, Morton, IL 61550 chris@interlockbrickpaving.com	309-696-9264
JC Construction Frank Coates	MBE General 1810 Stever, Peoria, IL 61605	309-303-3919 Cell
JAKS Construction Inc John Spencer	Disabled Vet Full Service Concrete Cutting, Drilling & Sealing 19319 Great Crane Road, Bloomington, IL 61705	800-455-9662 309-455-9662 Fax 309-846-6382 Cell jaksinc@live.com
J & K Construction James Tillman	MBE General 4003 N. Rochelle, Peoria, IL 61615	309-685-8554 309-685-8554 Fax 309-264-3903 Cell j&kconst@comcast.net
J & J Construction Herman Johnson	MBE Concrete Removal, Curb & Gutter Removal, Demolition 1300 W. Aiken Avenue, Peoria, IL 61605	309-657-9228 309-676-8292 Fax

		309-657-9228 Cell
JM Industrial Supply Ron Given	MBE Maintenance Items, Tools, Soaps 2323 Lakeshore, Pekin, IL 61554	309-346-5796 309-347-5100 Fax
Jones Electrical Contractors, Inc. Ronald Jones	MBE Electrical	309-339-7690 rj@joneselectricalco.com
Kahbeah Contracting & Trucking Larry Kahbeah	MBE Trucking/Hauling 510 N. Yates, P. O. Box 56, Tallula, IL 62688	217-634-4157 217-634-4157 Fax
Kerry Brown Trucking Leo K. Brown	MBE Tandem, Semi Dump, General Hauling Peoria, IL	309-251-6089 Cell leok.brown1957@gmail.com
Kreiling Roofing Co.	WBE Slate, Wood Shakes, Tile, Thatch, Custom Fabricated Copper and Steel, Residential and Commercial 2335 W. Altorfer Dr., Peoria, IL 61615	309-673-3649 309-692-2504 Fax 309-397-7747 Cell lmoore@kreiling.com
Leo Brown Trucking Inc Leo Brown	MBE Trucking PO Box 9057, Peoria, IL 61612	309-685-6710 309-685-0759 Fax 309-303-7111 Cell
LIZZ Trucking & Hauling Brandon Hines	MBE Trucking/Hauling lizztrucking@yahoo.com	309-208-5942
LNR Construction & Trucking Demonte Davis Lavael Randle Sr.	MBE Concrete, Trucking 2200 N. Linsley St., Peoria, IL 61605	309-682-6331 309-682-6331 Fax 309-678-3314 Cell
LV Enterprise John L. Palmer	MBE Trucking/Hauling 303 E. Archer Avenue, Peoria, IL 61603	309-657-2420 309-682-8872 Fax
M & A Plumbing Michael Abner	MBE Plumbing 6216 N. Devonshire Avenue, Peoria, IL 61615	309-689-0133 309-689-0133 Fax
M&K Heating & Cooling Reggie Williams	MBE HVAC 2406 W. Newman Parkway, Peoria, IL 61604	309-256-6129
M & L Plumbing Manzell Lawson	MBE Plumbing 1309 W. Lincoln, Peoria, IL 61605	309-674-8466
McGinnis Transportation Beth McGinnis	WBE Trucking, Tandem, 24" Box Truck 336 Riverview Drive, Creve Coeur, IL 61610	309-369-4465 309-694-1604 Fax
Michlyn Corporation Fred Danage	MBE Concrete, Landscaping, Lead Based Paint Abatement P.O. Box 5895, Peoria, IL 61601	309-829-2115 309-303-1561 Cell macdanage@yahoo.com
Mid-Illinois Companies, Corp. Debra Young	WBE Metal Framing, Insulation, Drywall, Plaster and Exterior Insulation, Acoustical Ceilings and Wall Panels, Painting and Wall Covering, Access Flooring 905 NE Adams St., Peoria, IL 61603	309-674-0717 309-674-5802 Fax dyoung@mic123.com
Midwest Construction Services Sheila Shover	M/WBE Traffic Control Products, Trucking/Hauling P. O. Box 4185, Bartonville, IL 61607	309-697-1000 309-697-1004 Fax
Millennia Professional Services of IL Paul Moreno	MBE Civil Engineering, Erosion Control, Landscaping, Sewer Construction, Surveying, Retaining Walls 850 N. Main St., Morton, IL 61550	309-321-8141 309-321-8142 Fax 309-303-8428 Cell pmoreno@mps-il.com
Molleck Electric	WBE Electrical 14926 W. Winchester Dr., Brimfield, IL 61517	309-446-3483
Montefusco Heating Sheet Metal Lisa Rhoades	WBE HVAC 2200 W. Altorfer Dr. D, Peoria, IL 61615	309-306-7040 lisa@montefuscohvac.com
N.E. Rudd Trucking Nanette E Jenkins-Rudd	WBE Excavating, Hauling, Asphalt, Dirt, Gravel, Sand Milling ; Dumps and Tandems PO Box 14, Kingston Mines, IL 61539	309-389-4150 309-389-2849 Fax 309-360-7986 Cell
Porter, V. L. Vincent Porter	MBE Concrete, General 500 W. North, Suite 10, Springfield, IL 62704	217-744-8050

Prairie Engineers of Illinois PC Colleen Ayars	WBE Civil Engineering, Surveying ,Environmental Consulting 926 SW Adams Street, Suite 120, Peoria, IL 61602 www.prairieengineers.com	309-839-2642 217-718-4764 Fax
Reign Construction Bridget Booker	WBE/MBE Iron Worker 801 W. Main St., Suite A118, Peoria, IL 61606 bridget@reignconstructioninc.com	309-495-7982 309-495-7996 Fax 309-750-4846 Cell
RNS Electric Inc. Regina Slonneger	WBE Electrical 28558 Irish Lane, Washington, IL 61571	309-444-5200 309-444-5201 Fax
Rudd Trucking Nanette Jenkins-Rudd	WBE Trucking/Hauling P.O. Box 14, 107 Washington St., Kingston Mines, IL 61539	309-389-4150 309-389-2849 Fax
Rufus Construction Company Rufus Nelson	MBE Painting, Roofing, Remodeling 1819 S. Idaho Street, Peoria, IL 61605	309-673-6776 309-497-9453 Cell
Searle Trucking, Inc. Debbie Searle	WBE Trucking/Hauling P. O. Box 1084, Peoria, IL 61653	309-686-0708 309-688-5365 Fax
Serenity Electric	MBE Electrical PO Box 6521, Peoria, IL 61601 jamestaylor1955@yahoo.com	309-363-5067 309-363-5067 Cell
Sherwin Baker & Associates Inc. Sherwin Baker	MBE Engineering Technical Service, Construction Management 103 E. Archer, Peoria, IL 61603	309-688-4203 309-682-4203 Fax 309-678-2897 Cell sherwin_baker@yahoo.com
Tabitha Ventures, Inc. Edward O. Taiwo	MBE Asphalt, Concrete, Demolition, Earthwork, Electrical, Excavation, General, HVAC, Landscaping, Painting, Plumbing, Resurfacing, Roofing, Trucking/Hauling 100 N. Main Street, Suite 203, East Peoria, IL 61611	309-692-1473 309-692-1564 Fax information@tabithainc.com
TEMCO Heating & AC Ellen Robinson	WBE Heating & AC 913 Laramie St. Peoria, IL 61605	309-637-7746
The Communication Connection Jennifer Stone	WBE Communication, Wire and Cable, Electrical and Telephone Prod. 604 Filmore Street Harrisburg, PA 17104	717-561-7267
Third Hand Landscaping Tommy Harris	MBE Landscaping 2313 W. Lincoln, Peoria, IL 61605	309-673-6702
Three Cross Development J. T. Donelson	MBE Concrete, General, Sidewalk 1519 W. Millman Peoria, IL 61605	309-637-1238
Thompson Brothers Inc. Todd Thompson	MBE General Carpentry and Construction, Interior Finish Work, Millwork 221 Court St., Pekin, IL 61554	309-613-0254
Thornton Rave dba Illini Concrete Co. of Illinois	MBE Precast and Prestressed Concrete, Demolition, Excavating and Grading, Drainage, Aggregate Bases and Surfaces, Pavement Patching 929 E. Grove St., Suite A, Bloomington, IL 61701	309-585-2376 309-585-2472 Fax 309-706-9213 Cell thorntonrave01@gmail.com
Tillman Electric James Tillman	MBE Electrical 4003 N. Rochelle, Peoria, IL 61615	309-685-8554 309-264-3903 Cell
Willie Venable Construction Willie Venable	MBE Construction, Concrete Removal, Demolition 1000 E. Wilcox, Peoria, IL 61605	309-686-1429 309-360-0757 Cell
Willis Electric Phyllis Willis	WBE Electrical P.O. Box 545, Chillicothe, IL 61523	309-579-2926

Peoria County Prevailing Wage Rates posted on 5/24/2021

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	BLD		27.50	29.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
ASBESTOS ABT-GEN	All	HWY		31.27	32.77	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		32.96	35.60	1.5	1.5	2.0	2.0	14.07	12.30	0.00	0.77	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	20.57	0.00	1.24	
BRICK MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	
CARPENTER	All	BLD		34.30	36.55	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
CARPENTER	All	HWY		37.06	39.31	1.5	1.5	2.0	2.0	9.20	21.25	0.00	0.71	
CEMENT MASON	All	BLD		31.48	33.23	1.5	1.5	2.0	2.0	9.00	18.94	0.00	0.66	
CEMENT MASON	All	HWY		32.98	34.48	1.5	1.5	2.0	2.0	9.00	19.47	0.00	0.68	
CERAMIC TILE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
ELECTRIC PWR EQMT OP	All	ALL		47.70	56.60	1.5	1.5	2.0	2.0	7.93	13.36	0.00	0.72	
ELECTRIC PWR GRNDMAN	All	ALL		32.41	56.60	1.5	1.5	2.0	2.0	7.47	9.07	0.00	0.48	
ELECTRIC PWR LINEMAN	All	ALL		53.09	56.60	1.5	1.5	2.0	2.0	8.09	14.86	0.00	0.80	
ELECTRIC PWR TRK DRV	All	ALL		34.02	56.60	1.5	1.5	2.0	2.0	7.52	9.53	0.00	0.51	
ELECTRICIAN	All	BLD		39.00	41.50	1.5	1.5	2.0	2.0	8.40	13.97	0.00	0.80	
ELECTRONIC SYSTEM TECH	All	BLD		30.65	32.65	1.5	1.5	2.0	2.0	7.70	12.77	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
GLAZIER	All	BLD		36.78	38.78	1.5	1.5	1.5	2.0	16.20	7.19	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		43.95	46.59	1.5	1.5	2.0	2.0	14.07	13.76	0.00	0.77	
IRON WORKER	All	BLD		33.06	34.96	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.84	
IRON WORKER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
LABORER	All	BLD		26.50	28.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
LABORER	All	HWY		30.52	32.02	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
LABORER, SKILLED	All	BLD		26.90	28.40	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
LABORER, SKILLED	All	HWY		30.82	32.32	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
LATHER	All	BLD		34.30	36.55	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
MACHINERY MOVER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
MARBLE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	
MILLWRIGHT	All	BLD		33.60	35.85	1.5	1.5	2.0	2.0	9.20	21.05	0.00	0.74	

MILLWRIGHT	All	HWY		37.36	39.61	1.5	1.5	2.0	2.0	9.20	21.55	0.00	0.71	
OPERATING ENGINEER	All	BLD	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60	
OPERATING ENGINEER	All	BLD	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60	
OPERATING ENGINEER	All	BLD	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60	
OPERATING ENGINEER	All	HWY	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60	
OPERATING ENGINEER	All	HWY	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60	
OPERATING ENGINEER	All	HWY	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60	
PAINTER	All	ALL		37.67	39.67	1.5	1.5	1.5	2.0	15.38	7.20	0.00	1.35	
PAINTER - SIGNS	All	BLD		40.74	45.75	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIIVER	All	BLD		35.30	37.55	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
PILEDRIIVER	All	HWY		37.06	39.31	1.5	1.5	2.0	2.0	9.20	21.25	0.00	0.71	
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	8.25	15.48	0.00	1.16	
PLASTERER	All	BLD		30.30	31.80	1.5	1.5	2.0	2.0	9.00	19.18	0.00	0.90	
PLUMBER	All	BLD		36.22	39.48	1.5	1.5	2.0	2.0	7.75	16.21	0.00	1.25	
ROOFER	All	BLD		32.00	35.20	1.5	1.5	2.0	2.0	9.50	10.79	0.00	0.30	
SHEETMETAL WORKER	All	BLD		34.74	36.48	1.5	1.5	2.0	2.0	10.22	18.30	0.00	1.02	
SIGN HANGER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52	
STEEL ERECTOR	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
STONE MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	
TERRAZZO FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
TERRAZZO MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	
TILE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	
TRUCK DRIVER	All	ALL	1	39.85	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	ALL	2	40.44	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	ALL	3	40.71	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	ALL	4	41.10	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	ALL	5	42.20	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	O&C	1	31.88	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	O&C	2	32.35	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	O&C	3	32.57	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	O&C	4	32.88	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TRUCK DRIVER	All	O&C	5	33.76	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25	
TUCKPOINTER	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

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 nozzlemen, 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 unload-ing 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, brickset-ers, 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, vactor 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 Batches); 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; Tunneler; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries 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 Macadam; 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; Tunneler; 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. **GENERAL INFORMATION:**
- II. **DRAWINGS:** (Delete/Change/Modify/Etc.)
- III. **PROJECT MANUAL/SPECIFICATIONS.:**
(Delete/Change/Modify/Etc.)
- IV. **INVITATION TO BID:** (Delete/Change/Modify/Etc.)

END OF ADDENDUM NO. _____

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

Addendum No. _____
Page 1 of 1



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

This **AGREEMENT** for

PROCTOR RECREATION MASONRY REPAIRS

is made as of the 23rd day of June in the year of Two Thousand Twenty-One (2021)

Between the Owner:

PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS
1125 W. LAKE AVENUE
PEORIA, IL 61614

And the Contractor:

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

The Owner's Representative is:

The Architect or Engineer is:

apaceDESIGN ARCHITECTS + ENGINEERS
2112 W. WAR MEMORIAL DR.
PEORIA, IL 61614

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 April 15, 2021, all sections of the Project Manual dated June 1, 2021, 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 fifty dollars (\$ 250.00) for each calendar day that expires after sixty-nine (69) calendar days from Notice of Award until Substantial Completion is attained. The work is tentatively scheduled to begin on June 24, 2021 and be at Substantial Completion by October 31, 2021.
- C. FINAL COMPLETION.** After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work necessary to achieve Final Completion within fourteen (14) calendar days or any proper extension thereof granted by Owner, Contractor shall pay Owner two hundred-fiftydollars (\$250.00) 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 PPD Proctor Masonry Repairs, dated April 15, 2021, 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 "Masonry Repairs, Proctor Recreation Center", and dated June 1, 2021 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) Certification of Compliance for Listed Provisions and Laws
- 8) Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors
- 9) Workforce Profile
- 10) Minority/Women Owned Contact Sheet
- 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) Peoria Park District Weekly Workforce Report
- 17) Proof of Certified Payroll Submitted to IDOL per "The Illinois Prevailing Wage Act"

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)

ROBERT L. JOHNSON, SR., Park Board President

(Printed Name and Title)

ATTEST:

ATTEST:

ATTACHMENT #1 - LIST OF DRAWINGS

<u>Number</u>	<u>Title</u>	<u>Date</u>
G100	TITLE SHEET	4/15/21
A100	OVERALL KEYPLAN	4/15/21
A200	EXTERIOR ELEVATIONS	4/15/21
A201	EXTERIOR ELEVATIONS/SECTIONS	4/15/21

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS;

That _____

as Principal, and _____

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 Oblige, 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 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 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 Oblige 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 Oblige 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 Oblige, 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 Oblige 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 Oblige 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

Title

By: _____
Attorney-in-Fact

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
_____ of the _____
who is the contractor for the _____
building located at _____
owned by _____.

That the total amount of the contract including extras is \$ _____ on which he has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub-contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PMT.	BALANCE DUE

TOTAL ALL LABOR AND MATERIAL TO COMPLETE

There are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20 ____.

Signature: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public

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)

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

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)

SUB-CONTRACTOR'S FINAL WAIVER OF LIEN

[illegible]

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned _____
(sub-contractor)
has _____ been employed by _____
(general contractor)
to furnish material and labor for the _____ at the
premises commonly known as _____, 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, on the 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.]

ATTEST: _____

(Name of sole owner, corporation or partnership)

(Signature of sole owner or authorized representative of corporation or partnership)

_____(SEAL)
(Signature of secretary of corporation)

SUB-CONTRACTOR'S PARTIAL
TO COVER ONLY CERTAIN PAYMENTS

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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

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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*, earlier.

***Note:** The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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. commonwealths and 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:

- .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 proof to the Park District of certified payroll submission to the Illinois Department of Labor on a monthly basis in compliance with the Illinois Prevailing Wage Act. 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,

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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, \pm 25 mm (1 in.)	600 mm (24 in.)
bb) Minimum mass \pm 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
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
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 – including water supply, sewage and waste disposal
 - 3) Electrical
 - 4) Landscape irrigation system
 - 5) Fire sprinkler system
 - 6) Communications equipment and systems
 - 7) 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

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Coordination with occupants.
 - 5. Work restrictions.
 - 6. Specification and drawing conventions.
- B. Related Section:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

- A. Project Identification: Exterior Masonry Repairs.
 - 1. Project Location: Proctor Recreation Center, 309 S. Dusable St., Peoria, IL 61605.
- B. Owner: Peoria Park District, 1125 W. Lake Ave., Peoria, IL 61614.
 - 1. Owner's Representative: Becky Fredrickson, PH. (309) 686-3386.
- C. Architect: apaceDesign architects + engineers, 2112 E War Memorial Drive, Peoria, IL 61614, PH. (309) 685-4722.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and generally consists of the following:
 - 1. Brick masonry restoration, including replacement of spalled or broken brick, tuckpointing, joint sealants/caulking of stone joints, cleaning and sealing at masonry and stone sills.
- B. Type of Contract.
 - 1. Project will be constructed under a single prime contract.

1.4 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: None at the time of writing.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

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

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
- B. Controlled Substances: Use of tobacco products and other controlled substances within the existing building and on the Project site is not permitted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution will not adversely affect Contractor's construction schedule.
 - c. Requested substitution has received necessary approvals of authorities having jurisdiction.

- d. Requested substitution is compatible with other portions of the Work.
- e. Requested substitution has been coordinated with other portions of the Work.
- f. Requested substitution provides specified warranty.
- g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable delivery charges and equipment rental.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. If applicable, include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. If applicable, indicate applicable delivery charges and equipment rental.
 - 4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.4 CHANGE ORDER PROCEDURES

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

1.5 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date but no later than ten days after the date of the Notice of Award.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange schedule of values consistent with format of AIA Document G703.
 - 3. Provide a separated labor and material breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents.
 - a. Include firm name of subcontractor or supplier next to each line item.
 - b. Break down major subcontractors into site and building work.
 - c. Break down major subcontractors into underground/underslab, above-ground rough-in, and fit-out.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - 6. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
 - 7. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or

Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each monthly progress payment shall be determined at the Pre-Construction Meeting.
- C. Payment Application Times: Progress payments shall be submitted to Architect by the day of each month as determined in the Pre-Construction Meeting. The period covered by each Application for Payment is one month.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect. One copy shall include waivers of lien, certified payroll reports and similar attachments as required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Submittal schedule (preliminary if not final).
 5. Copies of building permits.
 6. Report of preconstruction conference.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707-1994, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Requests for Information (RFIs).
 - 2. Project meetings.
- B. Related Sections:
 - 1. Division 01 Section "Execution" for procedures for coordinating general installation.

1.2 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

1.4 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.

2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716 or similar format containing all required information.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.

6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.5 PROJECT MEETINGS

- A. General: The Contractor shall schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: The Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three working days of the meeting.
- B. Preconstruction Conference: Contractor shall schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than ten working days after execution of the Agreement.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Working hours.
 - o. Responsibility for temporary facilities and controls.
 - p. Procedures for moisture and mold control.
 - q. Procedures for disruptions and shutdowns.
 - r. Construction waste management.
 - s. Parking availability.
 - t. Office, work, and storage areas.
 - u. Equipment deliveries and priorities.
 - v. First aid.
 - w. Security.
 - x. Progress cleaning.
 3. Minutes: The Contractor shall record and distribute meeting minutes.

- C. Preinstallation Conferences: The Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: The Contractor shall conduct progress meetings at maximum monthly intervals.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.

- 17) Pending claims and disputes.
- 18) Documentation of information for payment requests.
- 3. Minutes: The Contractor shall record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Field condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Four (minimum) paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Field Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to dates of Substantial Completion and final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 working days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 45 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, shop drawings, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Startup and Testing Time: Include not less than five working days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 6. Punch List and Final Completion: Include not more than 30 working days for punch list and final completion.
- C. Milestones: Include milestones including, but not limited to, the Notice to Proceed, Substantial Completion and final completion.
 - 1. Substantial "dry-in" of building envelope.
 - 2. Installation of site paving work.
- D. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered RFIs.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
- E. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within ten working days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in ten percent increments within time bar.

2.3 REPORTS

- A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At (maximum) monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule minimum two days before each regularly scheduled progress meeting.
 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 3. Format: Arrange the following information in a tabular format:

- a. Scheduled date for first submittal.
- b. Specification Section number and title.
- c. Submittal category: Action, informational.
- d. Name of subcontractor.
- e. Description of the Work covered.
- f. Scheduled date for Architect's final release or approval.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of selected CAD Drawings of the Contract Drawings may be provided by Architect, upon request, for Contractor's use in preparing submittals.
 1. Architect will furnish Contractor digital data drawing files of selected drawings from the Contract Drawings strictly for use in preparing Shop Drawings and Project record drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD 2004.
 - c. Contractor shall execute a data licensing agreement in the form of an Agreement form provided by the Architect.
 - 1) Contractor will pay a fee of \$65.00 per drawing, to cover Architect/Engineer administrative time associated with the information gathering and transmission.
 - 2) Electronic copies shall be transferred exclusively on a disk.
 - d. The following plot files may be furnished for each appropriate discipline:
 - 1) Floor plans.
 - 2) Reflected ceiling plans.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow ten days for initial review of each submittal. Allow additional time if coordination with subsequent

- submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow ten days for review of each resubmittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Other necessary identification.
- E. Options: Identify options requiring selection by the Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- H. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor. Contractor is responsible for delivery and pickup from the office of the Architect/Engineer.
1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.

- f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number, numbered consecutively.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Action Submittals: Submit four paper copies of each submittal, unless otherwise indicated. Architect will return two copies.
 2. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect will not return copies.
 3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a notarized statement on original paper copy certificates and certifications where indicated.
 5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. Four copies of Product Data, unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. Four opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.

- b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit four sets of Samples. Architect will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. Four paper copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
 - 4. Submit subcontract list in the following format:
 - a. Number of Copies: Four paper copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer

and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- S. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- U. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- V. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- W. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.
 - 3. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.

- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

- c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - d. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed unless otherwise indicated.
 - K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.
- 1.7 QUALITY CONTROL
- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
 - B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.

- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as

invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on General Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AA	Aluminum Association, Inc. (The)
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
ACI	American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWI	Architectural Woodwork Institute
AWS	American Welding Society
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
CCC	Carpet Cushion Council
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association

CRI	Carpet and Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute (The)
DHI	Door and Hardware Institute
EJCDC	Engineers Joint Contract Documents Committee
FM Approvals	FM Approvals LLC
FM Global	FM Global (Formerly: FMG - FM Global)
GANA	Glass Association of North America
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
IES	Illuminating Engineering Society
IESNA	Illuminating Engineering Society of North America (Now IES)
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISSFA	International Solid Surface Fabricators Association
MFMA	Metal Framing Manufacturers Association, Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NAIMA	North American Insulation Manufacturers Association
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NLGA	National Lumber Grades Authority
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
PDCA	Painting & Decorating Contractors of America

PDI	Plumbing & Drainage Institute
SDI	Steel Deck Institute
SDI	Steel Door Institute
SGCC	Safety Glazing Certification Council
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPFA	Spray Polyurethane Foam Alliance
SPRI	Single Ply Roofing Industry
TCNA	Tile Council of North America, Inc.
UL	Underwriters Laboratories Inc.
WDMA	Window & Door Manufacturers Association

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

ICC International Code Council

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

EPA Environmental Protection Agency

OSHA Occupational Safety & Health Administration

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG Americans with Disabilities Act (ADA)
Architectural Barriers Act (ABA)
Accessibility Guidelines for Buildings and Facilities
Available from U.S. Access Board

- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

apaceDesign architects + engineers
Job No. 2015904.24

REFERENCES
Section 014200

CDB State of Illinois Capital Development Board

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Section:
 - 1. Division 01 Section "Summary" for work restrictions.

1.2 USE CHARGES

- A. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- B. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Toilets: Use of Owner's designated existing toilet facilities will be permitted, as long as facilities are kept cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- B. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- C. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

- D. Lighting: Provide temporary lighting that provide adequate illumination for construction operations.
- E. Telephone Service: Provide superintendent with cellular telephone.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Plant Protection: Protect existing plants and landscaping adjacent to work areas.
- C. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior as indicated on the drawings.
- D. Temporary Construction Barrier/Fence: Provide temporary orange safety fence and post around equipment and materials on site.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within seven days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered, unless otherwise indicated.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered, unless otherwise indicated.
 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.

Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Installation of the Work.
 - 2. Cutting and patching.
 - 3. Coordination of Owner-installed products.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Related Sections:
 - 1. Division 01 Section "Closeout Procedures" for submitting and final cleaning.

1.2 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.3 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Allow for building movement, including thermal expansion and contraction.
 - 2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

- D. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Sections:
 - 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 2. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 3. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, the Contractor shall complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list).
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 11. Advise Owner of changeover in heat and other utilities.
 - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 13. Complete final cleaning requirements, including touchup painting.
 - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or

additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding to interior.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Submit list of incomplete items in the following format:
 - a. Three paper copies, unless otherwise indicated.

1.5 WARRANTIES

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ professional (commercial) cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean, then vacuum in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows (interior and exterior sides). Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

- 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
- m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy ballasts in fixtures to comply with requirements for new fixtures.
- r. Leave Project clean and ready for occupancy.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections:
 - 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 2. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up record prints.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 4. Note or post addenda, Construction Change Directive numbers, accepted alternate bids, Change Order numbers, and similar identification, where applicable.

- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints and newly prepared record Drawings into a single set. Bind set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

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

2.3 RECORD PRODUCT DATA

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

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

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

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PROJECT RECORD DOCUMENTS
Section 017839

to project record documents for Architect's reference during normal
working hours.

END OF SECTION 017839

SECTION 040120 - MAINTENANCE OF UNIT MASONRY

PART 1 -

PART 2 - GENERAL

2.01 SUMMARY

- A. Section includes maintenance of unit masonry consisting of brick clay masonry restoration and cleaning as follows:
 - 1. Repairing unit masonry.
 - 2. Repointing joints.
 - 3. Preliminary cleaning, including removing plant growth.
 - 4. Cleaning exposed unit masonry surfaces.
 - 5. Mock-ups.
 - 6. See also Section 042113 Brick Masonry for addition information on new brick being installed, flashing, weeps, ties, etc.

2.02 DEFINITIONS

- A.
- B. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.
- C. Medium-Pressure Spray: 400 to 800 psi; 4 to 6 gpm.

2.03 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Mockup #1 1953 Building: Provide mock up hand-picked brick blend for 1953 and matching of mortar color (include tuckpoint) of at least 3-4 linear feet for A/E to approve prior to proceeding with remainder of pointing work. Match original joint width. See also 1.05.B.
- D. Mock-Up #2: 1966 Building: Provide mock up hand-picked brick blend for 1966 and matching of mortar color (include tuckpoint) of at least 3-4 linear feet for A/E to approve prior to proceeding with remainder of pointing work. Match original joint width. See also 1.05.B.

2.04 QUALITY ASSURANCE

- A. Restoration Specialist Qualifications: Engage an experienced masonry restoration and cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience installing standard unit masonry is not sufficient experience for masonry restoration work.
 - 1. At Contractor's option, work may be divided between two specialist firms: one for cleaning work and one for repair work.
 - 2. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that clay masonry restoration and cleaning work is in progress.

3. Restoration Worker Qualifications: Persons who are experienced in restoration work of types they will be performing. When masonry units are being patched, assign at least one worker among those performing patching work who is trained and certified by manufacturer of patching compound to apply its products.
- B. Mockups: Prepare mockups of restoration and cleaning to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.
 1. Masonry Repair: Prepare sample areas for each type of masonry material indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than 2 adjacent whole units or approximately 24 inches in least dimension. Erect sample areas in existing walls unless otherwise indicated, to demonstrate quality of materials, workmanship, and blending with existing work. Include tinted mortar to in mock-up to match existing adjacent mortar. Include the following as a minimum:
 - a. Patching: Three small holes at least 1 inch in diameter for each type of masonry material indicated to be patched, so as to leave no evidence of repair.
 2. Repointing: Rake out joints in 2 separate areas as indicated for each type of repointing required and repoint one of the areas.
 3. Cleaning: Clean an area approximately 25 sq. ft. for each type of masonry and surface condition.
- C. Protection: Provide protection of equipment, electrical meters, as meters, plants, shrubs, and grasses during work at ground level. Provide roof protection by use of 3/4" plywood over rigid 1" thick extruded insulation during work from roof levels.
- D. Preinstallation Conference: Conduct conference with Owner at Project site.

PART 3 - PRODUCTS

3.01 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II, white or gray or both where required for color matching of exposed mortar.
 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Mortar Sand: ASTM C 144 unless otherwise indicated.
 1. Color: Provide natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color to match existing adjacent.
 2. For pointing mortar, provide sand with rounded edges.
 3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
- D. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.
- E. Water: Potable.

- F. A lab analysis of existing mortar shall be required to find an exact color match. Match original color, not the tan/brown color.

3.02 MANUFACTURED REPAIR MATERIALS

- A. Masonry Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching masonry.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cathedral Stone Products, Inc.; Jahn M100 Terra Cotta and Brick Repair Mortar.
 - b. Conproco Corporation; Mimic.
 - c. Edison Coatings, Inc.; Custom System 45.
 2. Use formulation that is vapor- and water permeable (equal to or more than the masonry unit), exhibits low shrinkage, has lower modulus of elasticity than the masonry units being repaired, and develops high bond strength to all types of masonry.
 3. Formulate patching compound used for patching brick in colors and textures to match each masonry unit being patched.

3.03 CLEANING MATERIALS

- A. Water: Potable.
- B. Hot Water: Water heated to a temperature of 140 to 160 deg F.
- C. Acidic Cleaner: Manufacturer's standard acidic masonry cleaner composed of hydrofluoric acid or ammonium bifluoride blended with other acids, detergents, wetting agents, and inhibitors.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABR Products, Inc.; 801 Heavy Duty Masonry Cleaner.
 - b. Diedrich Technologies Inc.
 - c. Dumond Chemicals, Inc.; Safe n' Easy Ultimate Stone and Masonry Cleaner or Safe n' Easy Heavy Duty Restoration Cleaner.
 - d. EaCo Chem, Inc.; GS-Restoration or HD-Acid.
 - e. Hydroclean, Hydrochemical Techniques, Inc.; Hydroclean Brick, Granite, Sandstone and Terra Cotta Cleaner (HT-626).
 - f. Price Research, Ltd.; Price Heavy Duty Restoration Cleaner or Price Restoration Cleaner.
 - g. PROSOCO; Enviro Klean Restoration Cleaner, Sure Klean Restoration Cleaner or Sure Klean Heavy-Duty Restoration Cleaner.

3.04 ACCESSORY MATERIALS

- A. Setting Buttons: Resilient plastic buttons, non-staining to masonry, sized to suit joint thicknesses and bed depths of masonry units without intruding into required depths of pointing materials.

3.05 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
 1. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mortar Proportions: Mix mortar materials in the following proportions:
 1. Pointing Mortar for Brick: 1 part portland cement, 2 parts lime, and 6 parts sand or 1 part portland cement, 6 parts lime, and 12 parts sand. Coordinate with compressive strength of brick. Mortar shall not be higher strength than brick.
 - a. Add mortar pigments to produce mortar colors required. A lab analysis of existing mortar could be required to find an exact color match.

3.06 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; formulated from neoprene.

3.07 CHEMICAL CLEANING SOLUTIONS

- A. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended by chemical-cleaner manufacturer.
- B. Acidic Cleaner Solution for Brick: Dilute with water to produce hydrofluoric acid content of 3 percent or less, but not greater than that recommended by chemical-cleaner manufacturer.

PART 4 - EXECUTION

4.01 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.
- B. Comply with chemical-cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical-cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
 1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply

- with manufacturer's written instructions. When no longer needed, promptly remove masking to prevent adhesive staining.
2. Keep wall wet below area being cleaned to prevent streaking from runoff.

4.02 CLEANING MASONRY, GENERAL

- A. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water will not wash over cleaned, dry surfaces.
- B. Use only those cleaning methods indicated for each masonry material and location.
 1. Do not use wire brushes or brushes that are not resistant to chemical cleaner being used. Do not use plastic-bristle brushes if natural-fiber brushes will resist chemical cleaner being used.
 2. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip. Adjust pressure and volume to ensure that cleaning methods do not damage masonry.
 - a. Equip units with pressure gages.
 3. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with cone-shaped spray tip.
 4. For water-spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees.
 5. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F at flow rates indicated.
- C. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces.
- D. Water-Spray Application Method: Unless otherwise indicated, hold spray nozzle at least 6 inches from surface of masonry and apply water in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage.
- E. Chemical-Cleaner Application Methods: Apply chemical cleaners to masonry surfaces to comply with chemical-cleaner manufacturer's written instructions; use brush or spray application. Do not spray apply at pressures exceeding 50 psi. Do not allow chemicals to remain on surface for periods longer than those indicated or recommended by manufacturer.
- F. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.
 1. Apply neutralizing agent and repeat rinse if necessary to produce tested pH of between 6.7 and 7.5.

4.03 PRELIMINARY CLEANING

- A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing to dry as long as possible before removal. Remove loose soil and debris from open masonry joints to whatever depth they occur.
- B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to cleaning methods being used. Extraneous substances include paint, calking, asphalt, and tar.
 - 1. Carefully remove heavy accumulations of material from surface of masonry with a sharp chisel. Do not scratch or chip masonry surface.
 - 2. Remove paint and calking with alkaline paint remover.
 - a. Comply with requirements in "Paint Removal" Article.
 - b. Repeat application up to two times if needed.
 - 3. Remove asphalt and tar with solvent-type paint remover.
 - a. Comply with requirements in "Paint Removal" Article.
 - b. Apply paint remover only to asphalt and tar by brush without prewetting.
 - c. Allow paint remover to remain on surface for 10 to 30 minutes.
 - d. Repeat application if needed.

4.04 CLEANING MASONRY

- A. Mild Acidic and Acidic Chemical Cleaning:
 - 1. Wet masonry with cold water applied by low-pressure spray.
 - 2. Apply cleaner to masonry in two applications by brush or low-pressure spray. Let cleaner remain on surface for period indicated below:
 - a. As recommended by chemical-cleaner manufacturer.
 - 3. Rinse with cold water applied by medium-pressure spray to remove chemicals and soil.

4.05 REPOINTING MASONRY

- A. Rake out and repoint joints to the following extent:
 - 1. All joints in areas indicated.
 - 2. Joints where mortar is missing or where they contain holes.
 - 3. Cracked joints where cracks can be penetrated at least 1/4 inch by a knife blade 0.027 inch thick.
 - 4. Cracked joints where cracks are 1/16 inch or more in width and of any depth.
 - 5. Joints where they are worn back 1/4 inch or more from surface.
 - 6. Joints where they are deteriorated to point that mortar can be easily removed by hand, without tools.
 - 7. Joints where they have been filled with substances other than mortar.
 - 8. Joints indicated as sealant-filled joints.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:

1. Remove mortar from joints to depth of 2-1/2 times joint width, but not less than 1/2 inch or not less than that required to expose sound, unweathered mortar, U.O.N on drawings.
 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 3. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Architect.
 - a. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar by hand with chisel and resilient mallet.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
 3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours including weekends and holidays.
 - a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
 6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- F. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

4.06 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
1. Do not use metal scrapers or brushes.
 2. Do not use acidic or alkaline cleaners.

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MAINTENANCE OF UNIT MASONRY
Section 040120

END OF SECTION

SECTION 040140 - MAINTENANCE OF STONE ASSEMBLIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes maintenance of stone assemblies consisting of stone restoration and cleaning as follows:
 - 1. Repairing stone masonry at miscellaneous locations.
 - 2. Repointing joints at sills or decorative bands or arches.
 - 3. Preliminary cleaning, including removing plant growth at sills and exposed stone copings.
 - 4. Cleaning exposed stone surfaces.

1.02 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.
- B. Medium-Pressure Spray: 400 to 800 psi; 4 to 6 gpm.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed product and for each color and texture specified.

1.04 QUALITY ASSURANCE

- A. Restoration Specialist Qualifications: Engage an experienced stone restoration and cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience installing standard unit masonry or new stone masonry is not sufficient experience for stone restoration work.
 - 1. At Contractor's option, work may be divided between two specialist firms: one for cleaning work and one for repair work.
 - 2. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that stone restoration and cleaning work is in progress.
 - 3. Restoration Worker Qualifications: Persons who are experienced in restoration work of types they will be performing. When stone units are being patched, assign at least one worker among those performing patching work who is trained and certified by manufacturer of patching compound to apply its products.
- B. Mockups: Prepare mockups of restoration and cleaning to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.
 - 1. Stone Repair: Prepare sample areas for each type of stone indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than 2 adjacent whole units or approximately 48 inches in least dimension. Erect sample areas in existing walls unless otherwise indicated, to demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:

- a. Patching: Three small holes at least 1 inch in diameter.
- 2. Repointing: Rake out joints in 2 separate areas as indicated for each type of repointing required and repoint one of the areas.
- 3. Cleaning: Clean an area approximately 25 sq. ft. for each type of stone and surface condition.

C. Preinstallation Conference: Conduct conference at Project site.

PART 2 - PRODUCTS

2.01 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II, white or gray or both where required for color matching of exposed mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Mortar Sand: ASTM C 144 unless otherwise indicated.
 - 1. Color: Provide natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
 - 2. For pointing mortar, provide sand with rounded edges.
 - 3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
- D. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.
- E. Water: Potable.

2.02 MANUFACTURED REPAIR MATERIALS

- A. Stone Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching stone.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cathedral Stone Products, Inc.; Jahn Restoration Mortars.
 - b. Conproco Corporation; Mimic.
 - c. Edison Coatings, Inc.; Custom System 45.
 - 2. Use formulation that is vapor- and water permeable (equal to or more than the stone), exhibits low shrinkage, has lower modulus of elasticity than the stone units being repaired, and develops high bond strength to all types of stone.
 - 3. Formulate patching compound in colors, textures, and grain to match stone being patched.
- B. Stone-to-Stone Adhesive: 2-part polyester or epoxy-resin stone adhesive with a 15- to 45-minute cure at 70 deg F or 1-part cementitious stone adhesive, recommended by adhesive manufacturer for type of stone repair indicated, and matching stone color.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Two-Part Polyester or Epoxy-Resin Stone Adhesive:
 - 1) Akemi North America; Akepox, Platinum or MS76 Stone and Marble Adhesive.
 - 2) Bonstone Materials Corporation; Fast Set 41.
 - 3) Edison Coatings, Inc.; Flexi-Weld 520T.
 - b. One-Part Cementitious Stone Adhesive:
 - 1) Cathedral Stone Products, Inc.; Jahn Restoration Adhesive.

2.03 CLEANING MATERIALS

- A. Water: Potable.
- B. Hot Water: Water heated to a temperature of 140 to 160 deg F.
- C. Nonacidic Gel Cleaner: Manufacturer's standard gel formulation, with pH between 6 and 9, that contains detergents with chelating agents and is specifically formulated for cleaning masonry surfaces.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Price Research, Ltd.; Price Marble Cleaner-Gel.
 - b. PROSOCO; Sure Klean 942 Limestone and Marble Cleaner.
- D. Nonacidic Liquid Cleaner: Manufacturer's standard mildly alkaline liquid cleaner formulated for removing mold, mildew, and other organic soiling from ordinary building materials, including polished stone, brick, aluminum, plastics, and wood.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Diedrich Technologies Inc.; Diedrich 910PM Polished Marble Cleaner.
 - b. Dominion Restoration Products, Inc.; Bio-Cleanse.
 - c. Dumond Chemicals, Inc.; Safe n' Easy Architectural Cleaner/Restorer.
 - d. Price Research, Ltd.; Price Non-Acid Masonry Cleaner.
 - e. PROSOCO; Enviro Klean 2010 All Surface Cleaner.
- E. Mild Acidic Cleaner: Manufacturer's standard mildly acidic cleaner containing no muriatic (hydrochloric), hydrofluoric, or sulfuric acid; or ammonium bifluoride or chlorine bleaches.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABR Products, Inc.; X-190 Limestone & Concrete Cleaner.
 - b. Diedrich Technologies Inc.; Envirorestore 100.
 - c. Dominion Restoration Products, Inc.; DR-60 Stone and Masonry Cleaner.
 - d. PROSOCO; Enviro Klean BioWash.
- F. Acidic Cleaner: Manufacturer's standard acidic masonry cleaner composed of hydrofluoric acid or ammonium bifluoride blended with other acids, detergents, wetting agents, and inhibitors.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABR Products, Inc.; 801 Heavy Duty Masonry Cleaner.
 - b. Diedrich Technologies Inc.; Diedrich 101 Masonry Restorer or Diedrich 101G Granite, Terra Cotta, and Brick Cleaner.
 - c. Dumond Chemicals, Inc.; Safe n' Easy Ultimate Stone and Masonry Cleaner or Safe n' Easy Heavy Duty Restoration Cleaner.
 - d. EaCo Chem, Inc.; GS-Restoration or HD-Acid.]
 - e. Hydroclean, Hydrochemical Techniques, Inc.; Hydroclean Brick, Granite, Sandstone and Terra Cotta Cleaner (HT-626).
 - f. Price Research, Ltd.; Price Heavy Duty Restoration Cleaner or Price Restoration Cleaner.
 - g. PROSOCO; Enviro Klean Restoration Cleaner] [Sure Klean Restoration Cleaner or Sure Klean Heavy-Duty Restoration Cleaner.
- G. One-Part Limestone Cleaner: Manufacturer's standard one-part acidic formulation for cleaning limestone.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABR Products, Inc.; X-190 Limestone & Concrete Cleaner.
 - b. Hydroclean, Hydrochemical Techniques, Inc.; Hydroclean Limestone and Marble Cleaner and Brightener (HT-907).
 - c. Price Research, Ltd.; Price Limestone Restorer.
 - d. PROSOCO; Sure Klean Limestone Restorer.

2.04 ACCESSORY MATERIALS

- A. Stone Anchors and Pins: Type and size indicated or, if not indicated, to match existing anchors in size and type. Fabricate anchors and pins from Type 304 stainless steel.
- B. Setting Buttons: Resilient plastic buttons, nonstaining to stone, sized to suit joint thicknesses and bed depths of stone units without intruding into required depths of pointing materials.

2.05 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.

1. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.

C. Do not use admixtures in mortar unless otherwise indicated.

D. Mortar Proportions: Mix mortar materials in the following proportions:

1. Pointing Mortar for Stone: 1 part white portland cement, 1 part lime, and 6 parts sand.
 - a. Add mortar pigments to produce mortar colors required.
2. Rebuilding (Setting) Mortar: Same as pointing mortar.

2.06 CHEMICAL CLEANING SOLUTIONS

A. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended by chemical-cleaner manufacturer.

B. Acidic Cleaner Solution for Unpolished Stone: Dilute with water to produce hydrofluoric acid content of 3 percent or less, but not greater than that recommended by chemical-cleaner manufacturer.

PART 3 - EXECUTION

3.01 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from stone restoration work.

B. Comply with chemical-cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.

1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. When no longer needed, promptly remove masking to prevent adhesive staining.
2. Keep wall wet below area being cleaned to prevent streaking from runoff.

3.02 STONE REMOVAL AND REPLACEMENT

A. At locations indicated, remove stone that is to be reused. Carefully remove entire unit from joint to joint, without damaging surrounding stone, in a manner that permits reinstallation.

B. Support and protect remaining stonework that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.

C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing stone or unit masonry backup, rotted wood, rusted metal, and other deteriorated items.

D. Remove in an undamaged condition as many whole stone units as possible.

1. Remove mortar, loose particles, and soil from stone by cleaning with hand chisels, brushes, and water.
 2. Remove sealants by cutting close to stone with utility knife and cleaning with solvents.
- E. Clean stone surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- F. Do not allow face bedding of stone. Before setting, inspect to verify that each stone has been cut so that, when it is set in final position, natural bedding planes are essentially horizontal.
- G. Install stone into bonding and coursing pattern of existing stone. If cutting is required, use a motor-driven saw designed to cut stone with clean, sharp, unchipped edges. Finish edges to blend with appearance of edges of existing stone.
1. Maintain joint width for replacement stone to match existing joints.
 2. Use setting buttons or shims to set stone accurately spaced with uniform joints.
- H. Set stone with completely filled bed, head, and collar joints. Butter vertical joints for full width before setting and set units in full bed of mortar unless otherwise indicated. Replace existing anchors with new anchors of size and type required for a secure attachment.
1. Rake out mortar used for laying stone before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing stone, and at same time as repointing of surrounding area.
 2. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.

3.03 STONE-FRAGMENT REPAIR

- A. Carefully remove cracked or fallen stone fragment indicated to be repaired. Reuse only stone fragment that is in sound condition.
- B. Remove soil, loose particles, mortar, and other debris or foreign material, from fragment surfaces to be bonded and from parent stone where fragment had broken off, by cleaning with stiff-fiber brush.
- C. Concealed Pinning: Before applying adhesive, prepare for concealed mechanical anchorage consisting of 1/4-inch- diameter, threaded stainless-steel pins set into 1/4-inch- diameter holes drilled into parent stone and into, but not through, the fragment. Center and space pins between 3 and 5 inches apart and at least 2 inches from any edge. Insert pins at least 2 inches into parent stone and 2 inches into fragment, but no closer than 3/4 inch from exposed face of fragment.
- D. Apply stone-to-stone adhesive to comply with adhesive manufacturer's written instructions. Coat bonding surfaces of fragment and parent stone, completely filling all crevices and voids.
- E. Fit stone fragment onto parent stone while adhesive is still tacky and hold fragment securely in place until adhesive has cured. Use shims, clamps, wedges, or other devices as necessary to align face of fragment with face of parent stone.

- F. Clean adhesive residue from exposed surfaces and patch chipped areas as specified in "Stone Patching" Article.

3.04 STONE PATCHING

- A. Remove deteriorated material and remove adjacent material that has begun to deteriorate. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least 1/4 inch thick, but not less than recommended by patching compound manufacturer.
- B. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of stone unit.
- C. Mix patching compound in individual batches to match each stone unit being patched.
- D. Brush-coat stone surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- E. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4 inch or more than 2 inches thick. Roughen surface of each layer to provide a key for next layer.
 - 1. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the stone. Shape and finish surface before or after curing, as determined by testing, to best match existing stone.
- F. Keep each layer damp for 72 hours or until patching compound has set.
- G. Remove and replace patches with hairline cracks or that show separation from stone at edges, and those that do not match adjoining stone in color or texture.

3.05 CLEANING STONE, GENERAL

- A. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water will not wash over cleaned, dry surfaces.
- B. Use only those cleaning methods indicated for each stone material and location.
 - 1. Do not use wire brushes or brushes that are not resistant to chemical cleaner being used. Do not use plastic-bristle brushes if natural-fiber brushes will resist chemical cleaner being used.
 - 2. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip. Adjust pressure and volume to ensure that cleaning methods do not damage stone.
 - a. Equip units with pressure gages.
 - 3. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with cone-shaped spray tip.
 - 4. For water-spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees.

5. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F at flow rates indicated.
- C. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging stone surfaces.
- D. Water-Spray Application Method: Unless otherwise indicated, hold spray nozzle at least 6 inches from surface of stone and apply water in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage.
- E. Chemical-Cleaner Application Methods: Apply chemical cleaners to stone surfaces to comply with chemical-cleaner manufacturer's written instructions; use brush or spray application. Do not spray apply at pressures exceeding 50 psi. Do not allow chemicals to remain on surface for periods longer than those indicated or recommended by manufacturer.
- F. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.
 1. Apply neutralizing agent and repeat rinse if necessary to produce tested pH of between 6.7 and 7.5.

3.06 PRELIMINARY CLEANING

- A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from stone surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing to dry as long as possible before removal. Remove loose soil or debris from open joints to whatever depth they occur.
- B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to cleaning methods being used. Extraneous substances include paint, calking, asphalt, and tar.
 1. Carefully remove heavy accumulations of material from surface of stone with sharp chisel. Do not scratch or chip stone surface.

3.07 CLEANING STONEWORK

- A. Detergent Cleaning:
 1. Wet stone with hot water applied by low-pressure spray.
 2. Scrub stone with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that stone surface remains wet.
 3. Rinse with hot water applied by low-pressure spray to remove detergent solution and soil.
 4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.
- B. Mold, Mildew, and Algae Removal:
 1. Wet stone with hot water applied by low-pressure spray.

2. Apply mold, mildew, and algae remover by brush or low-pressure spray.
 3. Scrub stone with medium-soft brushes until mold, mildew, and algae are thoroughly dislodged and can be removed by rinsing. Use small brushes for mortar joints and crevices. Dip brush in mold, mildew, and algae remover often to ensure that adequate fresh cleaner is used and that stone surface remains wet.
 4. Rinse with hot water applied by low-pressure spray to remove mold, mildew, and algae remover and soil.
 5. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.
- C. Nonacidic Gel Chemical Cleaning:
1. Wet stone with hot water applied by low-pressure spray.
 2. Apply nonacidic gel cleaner in 1/8-inch thickness by brush, working into joints and crevices. Apply quickly and do not brush out excessively so area will be uniformly covered with fresh cleaner and dwell time will be uniform throughout area being cleaned.
 3. Let cleaner remain on surface for period indicated below:
 - a. As recommended by chemical-cleaner manufacturer.
 - b. As established by mockup.
 4. Remove bulk of nonacidic gel cleaner by squeegeeing into containers for disposal.
 5. Rinse with hot water applied by low-pressure spray to remove chemicals and soil.
 6. Repeat cleaning procedure above where required to produce cleaning effect established by mockup. Do not repeat more than once.
- D. Nonacidic Liquid Chemical Cleaning:
1. Wet stone with hot water applied by low-pressure spray.
 2. Apply cleaner to stone in two applications by brush or low-pressure spray. Let cleaner remain on surface for period indicated below:
 - a. As recommended by chemical-cleaner manufacturer.
 - b. As established by mockup.
 3. Rinse with hot water applied by low-pressure spray to remove chemicals and soil.
 4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup. Do not repeat more than once.
- E. Mild Acidic or Acidic Chemical Cleaning:
1. Wet stone with cold water applied by low-pressure spray.
 2. Apply cleaner to stone in two applications by brush or low-pressure spray. Let cleaner remain on surface for period indicated below:
 - a. As recommended by chemical-cleaner manufacturer.
 - b. As established by mockup.
 3. Rinse with cold water applied by low-pressure spray to remove chemicals and soil.
 4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup. Do not repeat more than once.
- F. One-Part Limestone Chemical Cleaning:
1. Wet stone with hot water applied by low-pressure spray.
 2. Apply cleaner to stone by brush or low-pressure spray. Let cleaner remain on surface for period recommended by manufacturer.
 3. Immediately repeat application of one-part limestone cleaner as indicated above over the same area.

4. Rinse with hot water applied by medium-pressure spray to remove chemicals and soil.

3.08 REPOINTING STONEWORK

- A. Rake out and repoint joints to the following extent:
 1. All joints in areas indicated.
 2. Joints where mortar is missing or where they contain holes.
 3. Cracked joints where cracks can be penetrated at least 1/4 inch by a knife blade 0.027 inch thick.
 4. Cracked joints where cracks are 1/16 inch or more in width and of any depth.
 5. Joints where they sound hollow when tapped by metal object.
 6. Joints where they are worn back 1/4 inch or more from surface.
 7. Joints where they are deteriorated to point that mortar can be easily removed by hand, without tools.
 8. Joints, other than those indicated as sealant-filled joints, where they have been filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
 1. Remove mortar from joints to depth of 2-1/2 times joint width, but not less than 1/2 inch or not less than that required to expose sound, unweathered mortar.
 2. Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 3. Do not spall edges of stone units or widen joints. Replace or patch damaged stone units as directed by Architect.
 - a. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar by hand with chisel and resilient mallet.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose stone, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
 3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar

beyond joint edges onto exposed stone surfaces or to featheredge the mortar.

4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
 - a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
 6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- F. Where repointing work precedes cleaning of existing stone, allow mortar to harden at least 30 days before beginning cleaning work.

3.09 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
1. Do not use metal scrapers or brushes.
 2. Do not use acidic or alkaline cleaners.

END OF SECTION

SECTION 042113 - BRICK MASONRY

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Contractor Provide:

- a. Face brick to match existing for removal and replacement of cracked or spalled brick as called out on drawings. Contractor shall provide mockup of hand-picked blend (minimum 2 colors for each that is a close match in texture and colors. A/E shall approve prior to further replacement. Mortar shall also match and be approved by A/E as part of mockup.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Actual Samples: For each type and color of brick and mortar.

1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of product indicated.

1.4 QUALITY ASSURANCE

- A. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

1.5 PROJECT CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.

2.2 BRICK

- A. General: Provide shapes indicated and as follows.
 - 1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
 - 2. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.
- B. Face Brick:
 - 1. Brick shall match existing. Multiple bricks are required. (2 total colors).
 - a. A/E shall approve actual submitted sample prior to mockups being installed.

2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C 91.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include the following:
 - a. Capital Materials Corporation; Flamingo Color Masonry Cement.
 - b. Essroc, Italcementi Group; Brixment or Velvet.
 - c. Holcim (US) Inc.; Mortamix Masonry Cement.
 - d. Lafarge North America Inc.; Magnolia Masonry Cement or Lafarge Masonry Cement.
 - e. Lehigh Cement Company; Lehigh Masonry Cement.
 - f. National Cement Company, Inc.; Coosa Masonry Cement.
- E. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979. Use only pigments with a record of satisfactory performance in masonry mortar.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include the following:
 - a. Davis Colors; True Tone Mortar Colors.
 - b. Lanxess Corporation; Bayferrox Iron Oxide Pigments.
 - c. Solomon Colors, Inc.; SGS Mortar Colors.
- F. Aggregate for Mortar: ASTM C 144.
 - 1. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color to match existing mortar.
- G. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include the following:
 - a. Euclid Chemical Company (The); Accelguard 80.
 - b. Grace Construction Products, W. R. Grace & Co. - Conn.; Morset.
 - c. Sonneborn Products, BASF Aktiengesellschaft; Trimix-NCA.

2.4 REINFORCEMENT

- A. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.

2.5 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
 1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2 coating.
 2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
- B. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8-inch cover on outside face. Outer ends of wires are bent 90 degrees and extend 2 inches parallel to face of veneer.
- C. Adjustable Masonry-Veneer Anchors:
 1. General: Provide anchors that allow vertical adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to wood or metal studs, and as follows:
 - a. Structural Performance Characteristics: Capable of withstanding a 100-lbf load in both tension and compression without deforming or developing play in excess of 0.05 inch.
 2. Contractor's Option: Unless otherwise indicated, provide any of the following types of anchors:
 3. Screw-Attached, Masonry-Veneer Anchors: Units consisting of a wire tie and a metal anchor section.
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include the following:
 - 1) Dayton Superior Corporation, Dur-O-Wal Division; D/A 213.
 - 2) Heckmann Building Products Inc.; 315-D with 316.
 - 3) Hohmann & Barnard, Inc.; DW-10 or DW-10-X.
 - 4) Wire-Bond; 1004, Type III or RJ-711.

2.6 MISCELLANEOUS MASONRY ACCESSORIES

- A. Weep/Vent Products: Use one of the following unless otherwise indicated:
 1. Rectangular Plastic Weep/Vent Tubing: Clear butyrate 3/8 by 1-1/2 by 3-1/2 inches long.

2.7 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging

masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
 - a. Diedrich Technologies, Inc.
 - b. EaCo Chem, Inc.
 - c. ProSoCo, Inc.

2.8 MORTAR MIXES

- A. General: Do not use admixtures, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
 1. Do not use calcium chloride in mortar.
 2. Use portland cement-lime or masonry cement mortar unless otherwise indicated.
 3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide Type N unless another type is indicated.
- D. Pigmented Mortar: Use colored cement product[or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products].
 1. Pigments shall not exceed 10 percent of portland cement by weight.
 2. Pigments shall not exceed 5 percent of masonry cement by weight.
 3. Application: Use pigmented mortar for exposed mortar joints.
- E. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.
 1. Application: Use colored aggregate mortar for exposed mortar joints.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.

- C. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

3.2 TOLERANCES

- A. Lines and Levels:
 - 1. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
 - 2. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.

3.3 MORTAR BEDDING AND JOINTING

- A. Lay hollow brick as follows:
 - 1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
 - 2. With entire units, including areas under cells, fully bedded in mortar at starting course on footings.
- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

3.4 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete where masonry abuts or faces structural steel or concrete to comply with the following:
 - 1. Provide an open space not less than 1/2 inch wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
 - 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
 - 3. Space anchors as indicated, but not more than 24 inches o.c. vertically and 36 inches o.c. horizontally.

3.5 ANCHORING MASONRY VENEERS

- A. Anchor masonry veneers to wall framing or CMU backup with masonry-veneer anchors to comply with the following requirements:
 - 1. Fasten screw-attached anchors to concrete backup with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
 - 2. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
 - 3. Space anchors as indicated, but not more than 16 inches o.c. vertically and 24 inches o.c. horizontally with not less than 1 anchor for each 2.67 sq. ft. of wall area. Install additional anchors within 12 inches of openings and at intervals, not exceeding 36 inches, around perimeter.

3.6 WEEP HOLES AND CAVITY DRAINAGE

- A. General: Install weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall.
- B. Install weep holes in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:
 - 1. Use specified weep/vent products to form weep holes.
 - 2. Space weep holes 24 inches o.c. unless otherwise indicated.

3.7 CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Protect adjacent surfaces from contact with cleaner.
 - 2. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 3. Clean brick by bucket-and-brush hand-cleaning method described in "BIA Technical Notes 20."
 - 4. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
 - 5. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

3.8 MASONRY WASTE DISPOSAL

- A. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Using Agency's property.

END OF SECTION 04 21 13

SECTION 071900 - WATER REPELLENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes penetrating water-repellent treatments for the following vertical and horizontal surfaces:
 - 1. Clay brick masonry.
 - 2. Natural stone.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each type of water repellent and substrate indicated.

1.03 INFORMATIONAL SUBMITTALS

- A. Product certificates.

1.04 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site.

PART 2 - PRODUCTS

2.01 PENETRATING WATER REPELLENTS

- A. Silane/Siloxane-Blend, Penetrating Water Repellent: Clear, silane and siloxane blend with 400 g/L or less of VOCs.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Advanced Chemical Technologies, Inc.; Sil-Act Dri-Treat.
 - b. Degussa Corporation; Protectosil Aqua-Trete EM.
 - c. Fabrikem Manufacturing Ltd.; Fabrishield 900 Series.
 - d. Karnak Corporation; LL20.
 - e. Kryton International Inc., Kryton Group of Companies (The); Hydrostop WB.
 - f. L&M Construction Chemicals, Inc.; Hydropel WB.
 - g. LymTal International, Inc.; Iso-Flex 628.
 - h. OKON Co., Inc., Division of ZINSSER Co., Inc., an RPM company; S-20.
 - i. Pecora Corporation; KlereSeal 920-W.
 - j. Price Research, Ltd.; Price Aqua Seal-77.
 - k. PROSOCO, Inc.; Siloxane WB Concentrate or Weather Seal GP].
 - l. Rainguard Products Company; Micro-Seal.
 - m. SaverSystems; DEFY All-Purpose Heavy-Duty Water Repellent.
 - n. Sika Corporation, Inc.; Sikagard 701W.
 - o. Symons by Dayton Superior; Siloxane/Silane 10%.
 - p. Tamms Industries, Inc., Euclid Chemical Company (The); Chemstop WB Regular.
 - q. Tnemec Inc.; Prime-A-Pell Plus, Series V662.
 - r. Wacker Chemical Corporation; Silres BS 1001A, Silres BS 2001, Silres BS SMK 1311.
 - 2. Warranty: No warranty is required.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements and conditions affecting performance of the Work.
 - 1. Verify that surfaces are clean and dry according to water-repellent manufacturer's requirements. Check moisture content in representative locations by method recommended by manufacturer.
 - 2. Inspect for previously applied treatments that may inhibit penetration or performance of water repellents.
 - 3. Verify that there is no efflorescence or other removable residues that would be trapped beneath the application of water repellent.
 - 4. Verify that required repairs are complete, cured, and dry before applying water repellent.
- B. Test pH level according to water-repellent manufacturer's written instructions to ensure chemical bond to silica-containing or siliceous minerals.

3.02 PREPARATION

- A. Cleaning: Before application of water repellent, clean substrate of substances that could impair penetration or performance of product according to water-repellent manufacturer's written instructions.
- B. Coordination with Mortar Joints: Do not apply water repellent until pointing mortar for joints adjacent to surfaces receiving water-repellent treatment has been installed and cured.
- C. Coordination with Sealant Joints: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
 - 1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those required.

3.03 APPLICATION

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.
- B. Apply a heavy-saturation coating of water repellent, on surfaces indicated for treatment, using low-pressure spray to the point of saturation. Remove excess material; do not allow material to puddle beyond saturation. Comply with manufacturer's written instructions for application procedure unless otherwise indicated.
- C. Apply a second saturation coating, repeating first application. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.

3.04 CLEANING

- A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses. Correct damage to work of other trades caused by water-repellent application.
- B. Comply with manufacturer's written cleaning instructions.

END OF SECTION

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.

1.2 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each kind and color of joint sealant required.
- C. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Field-adhesion test reports.
- C. Warranties.

1.4 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

2.2 SILICONE JOINT SEALANTS

- A. Mildew-Resistant, Neutral-Curing Silicone Joint Sealant: ASTM C 920.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. BASF Building Systems.
 - b. Dow Corning Corporation.
 - c. GE Advanced Materials - Silicones.
 - d. May National Associates, Inc.
 - e. Pecora Corporation.

- f. Polymeric Systems, Inc.
- g. Schnee-Morehead, Inc.
- h. Sika Corporation; Construction Products Division.
- i. Tremco Incorporated.
- 2. Type: Single component (S).
- 3. Grade: Nonsag (NS).
- 4. Class: 100/50.
- 5. Uses Related to Exposure: Nontraffic (NT).

2.3 JOINT SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
 - 1. Remove laitance and form-release agents from concrete.
 - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
- F. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.3 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Locations:
 - a. Construction joints in cast-in-place concrete.
 - b. Joints between architectural stone units.
 - c. Control and expansion joints in unit masonry (brick).
 - d. Joints between panels.
 - e. Joints between different materials listed above.
 - f. Perimeter joints between materials listed above and frames of doors, windows and louvers.
 - g. Other joints as indicated.
 - 2. Joint Sealant: Silicone.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

apaceDesign Architects + Engineers
Job No. 2015904.24

JOINT SEALANTS
Section 079200

END OF SECTION 079200

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
--	-----------------------------------	------------

This endorsement changes the policy. Please read it carefully.

AUTOMATIC ADDITIONAL INSURED

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).

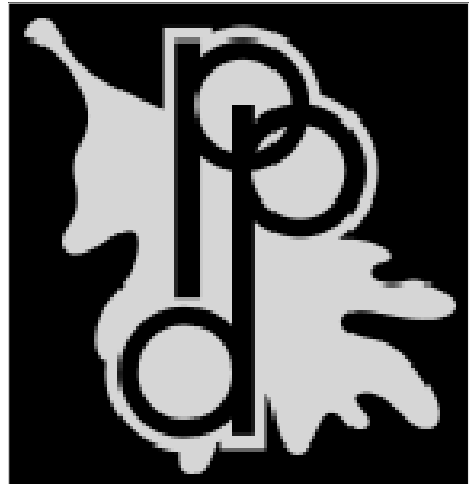
With respect to Additional Insureds who are architects, engineers or surveyors, this insurance does not apply “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the rendering of or the failure to render any professional services by or for you, including:

- 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



PPD Proctor Masonry Repairs

Proctor Recreation Center

309 S DUSABLE ST
PEORIA, IL 61605

Project No.
#2015904.24

DATE
15 April 2021

OWNER
Pleasure Driveway and Park District of Peoria
Peoria, IL

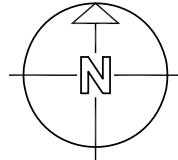
ARCHITECT/ENGINEER
apaceDesign ARCHITECTS + ENGINEERS
2112 E. War Memorial Dr.
Peoria, IL 61614
tel 309.685.4722
fax 309.685.4784

INDEX OF DRAWINGS:

- G100 - TITLE SHEET
- A100 - OVERALL KEYPLAN
- A200 - EXTERIOR ELEVATIONS
- A201 - EXTERIOR ELEVATIONS / SECTIONS

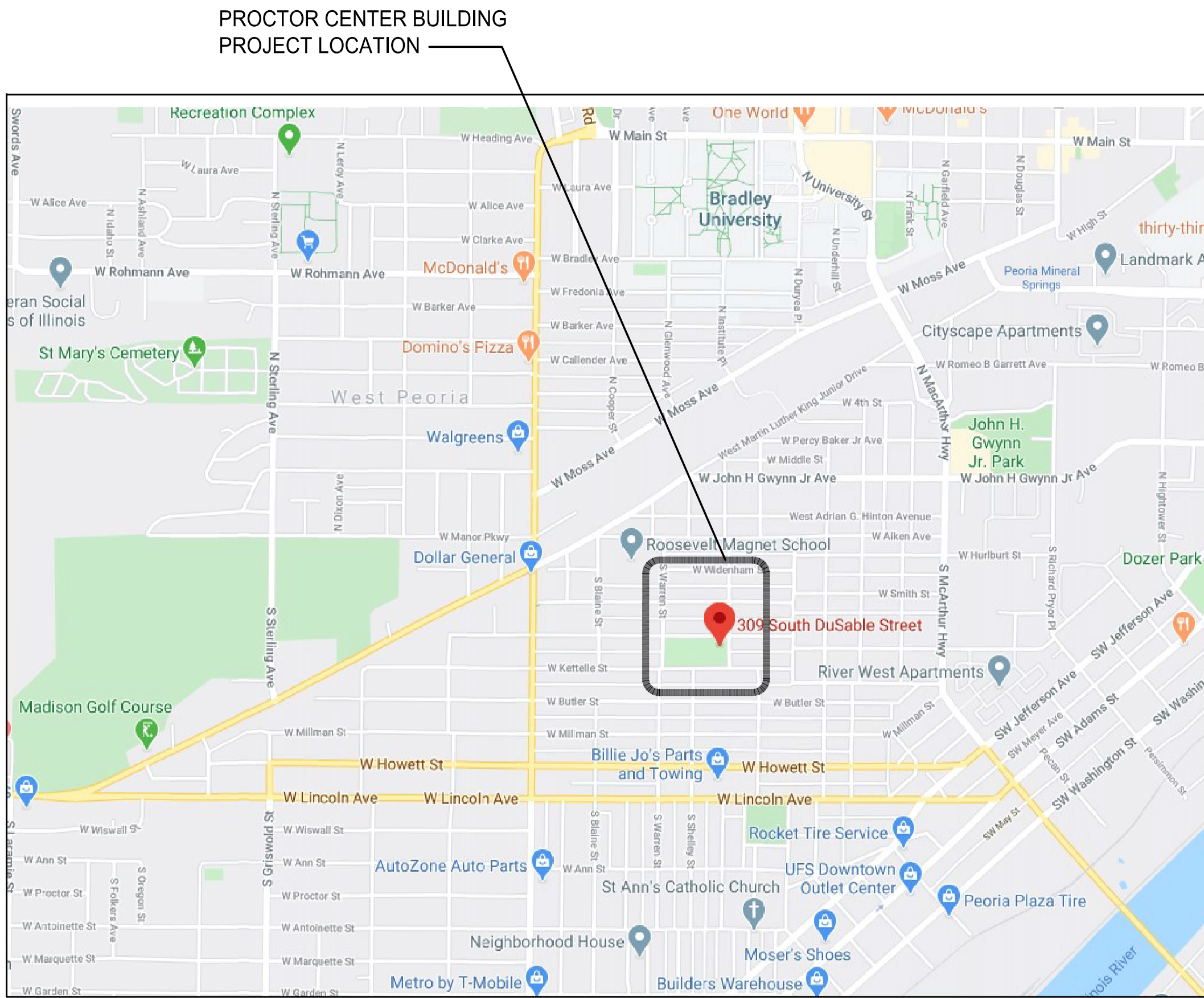


Location in State
not to scale



GENERAL NOTES:

- ALL ITEMS INDICATED TO BE REMOVED SHALL BE DONE IN THEIR ENTIRETY (INCLUDING ANY ACCESSORIES, RELATED ACCESSORIES, OR PARTS) UNLESS OTHERWISE NOTED. ALL RELATED ITEMS SHALL BE REMOVED TO ACCOMMODATE INSTALLATION OF NEW WORK AND ALL DEMOLITION SHALL BE COORDINATED W/ NEW WORK.
- CAREFULLY REMOVE ANY EXISTING SURFACE-MOUNTED ITEMS/ACCESSORIES FROM EXISTING WALLS AS REQUIRED FOR REPAIR WORK AND REINSTALL WHEN COMPLETED, UNLESS OTHERWISE NOTED. (STORE & PROTECT ITEMS AS REQUIRED)
- ITEMS THAT ARE EXISTING TO REMAIN SHALL BE PROTECTED FROM DAMAGE AS REQUIRED. ANY EXIST. TO REMAIN CONSTRUCTION DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO MATCH PRIOR AS REQUIRED. IF REPAIR CANNOT BE ACCOMMODATED, NEW SHALL BE PROVIDED AT THE CONTRACTORS EXPENSE.
- CONTRACTOR SHALL BE RESPONSIBLE TO VISIT SITE TO VERIFY ALL EXISTING CONDITIONS AND QUANTITIES PRIOR TO BIDDING.
- ALL ITEMS OR WORK SHOWN OR CALLED OUT WITHIN THIS CONSTRUCTION DRAWING SET ARE CONTRACTOR FURNISHED / CONTRACTOR INSTALLED UNLESS OTHERWISE SPECIFICALLY STATED IN A NOTE.
- ANY/ALL DAMAGE TO EXISTING LAWNS, SIDEWALKS & ROADWAYS SHALL BE REPAIRED TO ORIGINAL CONDITION. CONTRACTOR SHALL TAKE PHOTOS OF EXISTING CONDITIONS OF ACCESS AREAS PRIOR TO COMMENCEMENT OF WORK. OBTAIN OWNER'S CONSENSUS REGARDING RESTORATION OF LAWNS AND TYPE OF SEED TO BE UTILIZED. REPAIR OF GRASSES SHALL INCLUDE TILLING, RE-GRADE, TOP SOIL, SEED, FERTILIZER AND STRAW MULCH AS REQUIRED.
- PROTECT FINISHED SPACES IN BUILDING USED FOR EXECUTION OF WORK. PROVIDE DROP CLOTHS, AND HEAVY CARDBOARD WALKWAYS IF GOING THROUGH THE BUILDING FOR ACCESS TO ROOF OR COURTYARDS.
- DO NOT USE OWNER'S DUMPSTER OR WASTE BASKETS.
- DO NOT ALLOW DUST FROM WORK ACTIVITIES TO ENTER THE EXISTING BUILDING; COORDINATE SHUT-OFF OF ANY AIR INTAKES WITH OWNER'S REP.
- CONTRACTOR SHALL REVIEW ALL SHEETS FOR WORK AND COORDINATE ALL WORK AMONG TRADES.



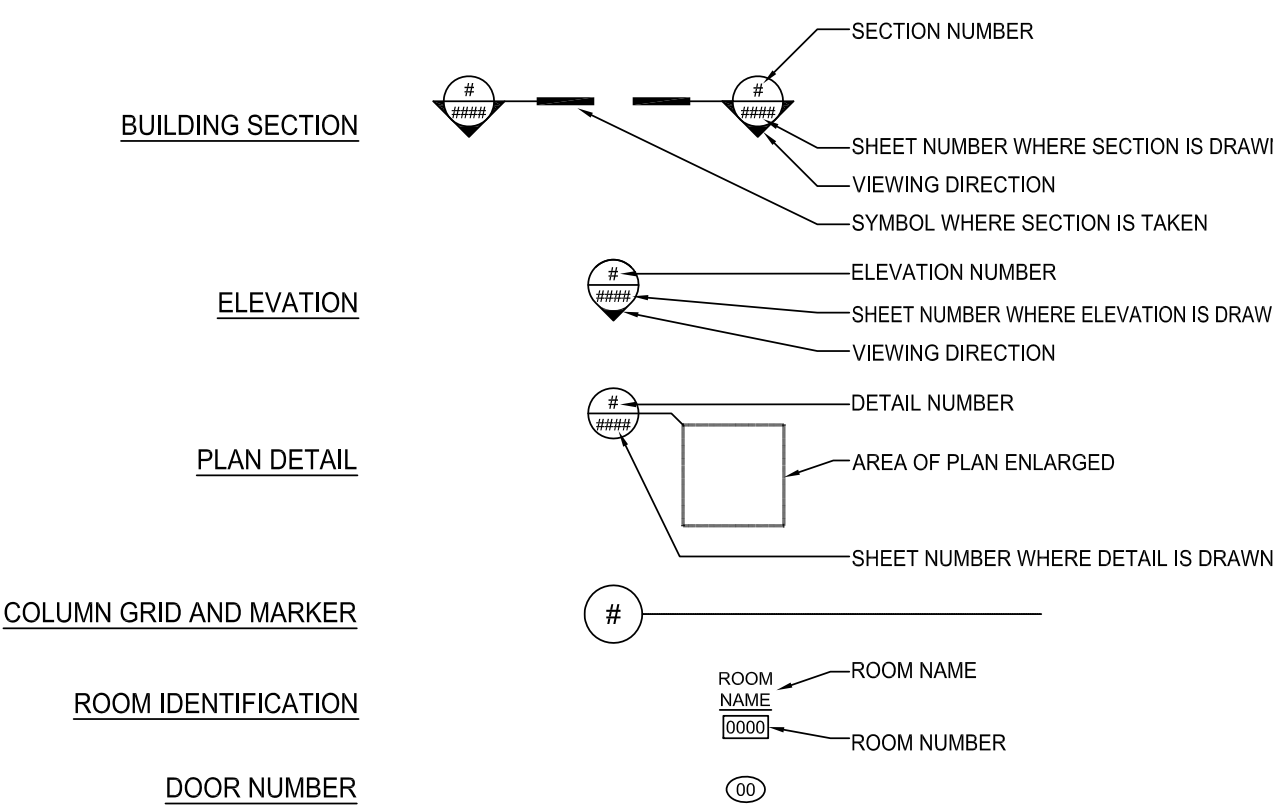
LOCATION IN CITY
NO SCALE



ABBREVIATIONS:

A.D.A. A.F.F. ALT. ALUM. APPROX. ARCH. BRNG. B.O. C C/C C.S. C.R. CLNG. CLR. C.M.U. COL(S) COMP. CONC. CONSTR. CONT. COORD. CPT. C.T. DBL. DP. DEMO DET. DIA. DR. (S) D.S. DN. E.A. E.F. E.F.S. ELEC. EL.; ELEV. (S) EQ. EQUIP. EXIST. EXT. F.B. F.D. FIN. F.L.R. (NG) F.T.G. GA. GALV. G.S.B. GL. GYPSUM H. HGT. HR. HORIZ. H.M. JNT. INSUL. L.	AMERICANS WITH DISABILITIES ACT ABOVE FINISHED FLOOR ALTERNATE ALUMINUM APPROXIMATE ARCHITECT (URAL) MECH. BEARING BY OWNER CENTER LINE CENTER-TO-CENTER CORNER GUARD CLASSROOM CEILING CLEAR (ANCE) CONCRETE MASONRY UNIT COLUMN (S) COMPRESSED; COMPACTED CONCRETE CONSTRUCTION CONTINUE (OUS) COORDINATE CERAMIC TILE DOUBLE DEEP DEMOLITION DETAIL DIAMETER DOOR (S) DOWNSPOUT DOWN EACH EXHAUST FAN EXTERIOR INSULATION FINISH SYSTEM ELECTRICAL ELEVATION (S) EQUAL EQUIPMENT EXISTING EXTERIOR FACE-BRICK FLOOR DRAIN; FILE DRAWER FOUNDATION FIRE EXTINGUISHER CABINET FINISHED (ED) FLOOR (ING) FIBERGLASS RE-INFORCED PANEL FOOTING GAUGE GALVANIZED GYPSUM BOARD GLASS; GLAZING GYPSUM HIGH HEIGHT HOUR HORIZONTAL HOLLOW METAL JOINT INSULATION LENGTH	L.F. MANUF. MAS. MAX. M.B. MECH. MIN. MISC. MT.L.; MET. MNTD. NA. N.C. O.C. OPENING OPP. O.D. O.S.B. O.S.B. PLAM. PLUMB. PLYWD. PMT.-PT. P.C. RAD. REINFC. REQD. REF. RESILIENT BASE ROOM R.T.U. SCHED. DOWN S.F. SHT. SIM. SOLID-CORE WOOD SPECIFICATION (S) SQ. S.S.T.L. STL. STOR. STRUCT. SUSP. TAIL T+G T.B. T.B.R. THK. TOP OF TYP. U.O.N. V.B. V.C.T. VERT. VEST. W.C. W.W.F. W. WITH WINDOW (S) WITHOUT WOOD
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ARCHITECTURAL LEGEND:



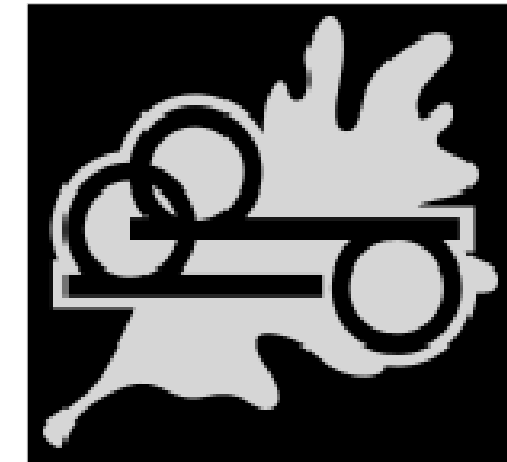
MATERIAL DESIGNATIONS:

	CONCRETE		ROUGH WOOD (DISCONTINUOUS)
	SAND OR GROUT		ROUGH WOOD (CONTINUOUS)
	GRAVEL FILL		CONCRETE MASONRY UNITS (CMU)
	INSULATION (RIGID)		FACE BRICK
	INSULATION (BATT.)		

architects
engineers
designers



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TITLE SHEET

PPD PROCTOR RECREATION CENTER MASONRY REPAIRS

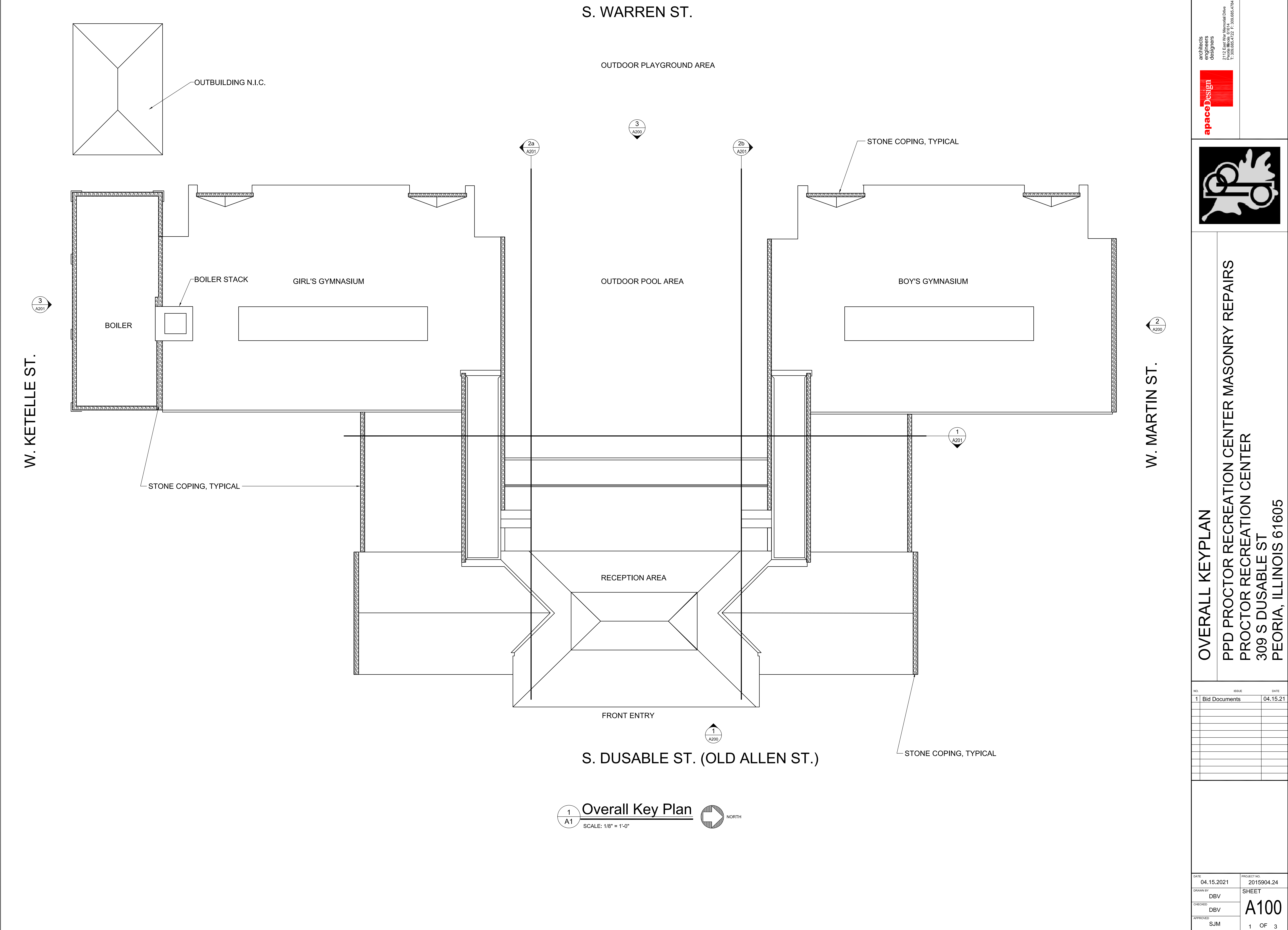
PROCTOR RECREATION CENTER

309 S DUSABLE ST

PEORIA, ILLINOIS 61605

NO.	ISSUE	DATE
1	Bid Documents	04.15.21

DATE	04.15.2021	PROJECT NO.	2015904.24
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CHECKED	DBV	G100	
APPROVED	SJM	1	OF 1



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OVERALL KEYPLAN

PPD PROCTOR RECREATION CENTER MASONRY REPAIRS
PROCTOR RECREATION CENTER
309 S DUSABLE ST
PEORIA, ILLINOIS 61605

NO.	ISSUE	DATE
1	Bid Documents	04.15.21

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PROJECT NO: 2015904.24

DRAWN BY: DBV

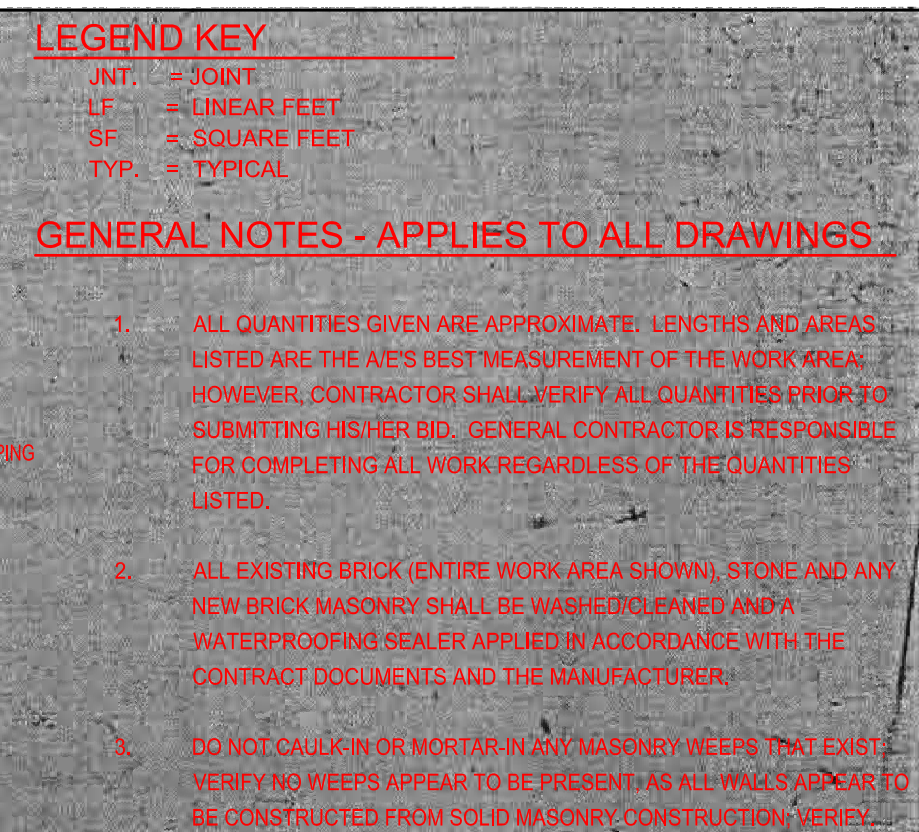
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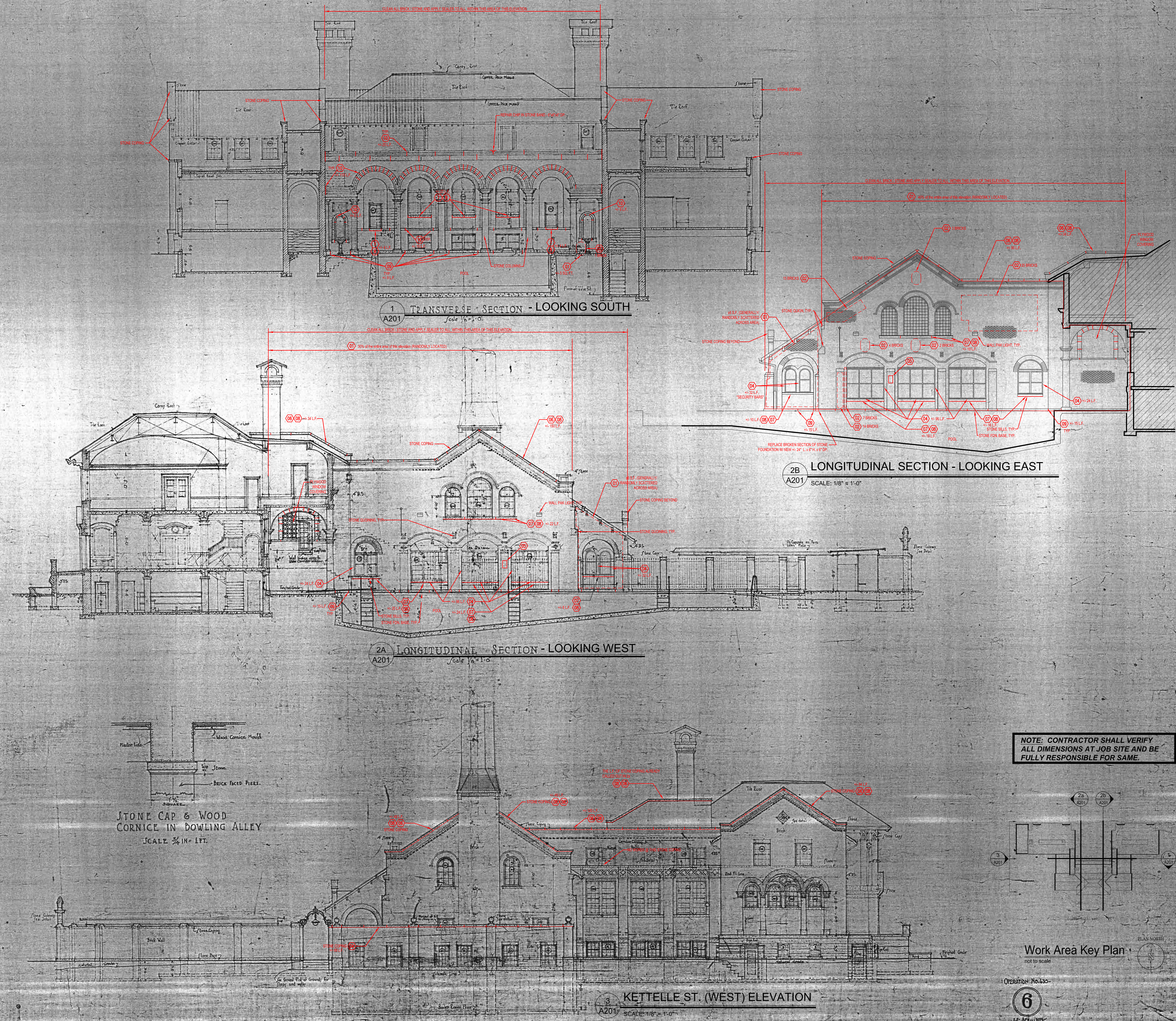
SHEET

A100

1 OF 3



DATE	04.15.2021	PROJECT NO.	2015904.24
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APPROVED	SJM	2 OF 3	



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2 OF 3