A PROJECT OF THE PEORIA PARK DISTRICT PEORIA, ILLINOIS

## LOCKER ROOM RENOVATION – PH. 2 RIVERPLEX RECREATION & WELLNESS CENTER 600 NE WATER ST. PEORIA, ILLINOIS



PROJECT # 23-040 MARCH 14, 2023

PROJECT MANUAL

PACKAGE #\_\_\_\_

### LOCKER ROOM RENVOATION PH.2 RIVERPLEX RECREATION & WELLNESS CENTER

600 NE WATER ST. PEORIA, ILLINOIS

**ARCHITECT:** FARNSWORTH GROUP

ATTN: ALICIA TURNER 100 WALNUT ST., SUITE 200 PEORIA, ILLINOIS 61602 TELEPHONE: (309) 240-6435

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

PEORIA, ILLINOIS

TRUSTEES: ROBERT L. JOHNSON, SR., PRESIDENT

TIMOTHY L. BERTSCHY

KYLE BRIGHT

LAURIE COVINGTON JOYCE HARANT JACQUELINE J. PETTY

ALEX SIERRA

**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:

LOCKER ROOM RENOVATION PH. 2
RIVERPLEX RECREATION & WELLNESS CENTER
600 NE WATER ST.
PEORIA, IL 61603

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

Sealed bids will be received until 1:00 pm, Tuesday, March 28, 2023, 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 <a href="www.peoriaparks-planning.org">www.peoriaparks-planning.org</a> 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 \$75.00 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:

Renovation of the Men's Locker Room at the RiverPlex. This work includes but is not limited to architectural casework, drywall, ceramic tiling, resinous flooring, interior painting, and lavatory fixtures.

#### 2. ADD ALTERNATE #1:

Renovation of the Men's steam room. This work includes demolition of existing tile and installation of new tile.

#### 3. ADD ALTERNATE #2:

Renovation of the Women's steam room. This work includes demolition of existing tile and installation of new tile. This work shall take place following the completion of the men's locker room renovation.

#### B. PRE-BID MEETING:

1. A pre-bid meeting will be held at the RiverPlex on Wednesday, March 22, 2023 at 10:00am.

#### 4. 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.

#### 5. 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.

#### **6. 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.

#### 7. 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.

#### 8. 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.

#### 9. 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.

#### 10. 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 <u>if</u> so requested by the Owner or his representatives.

#### 11. 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 <u>only if approved in writing prior to</u> the bid opening and listed in the "Substitutions" section of the Bid Form.

#### 12. 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) 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.

- 7) Insurance Forms: As required in Attachment A (at end of Project Manual) (will not be provided by Owner)
- 8) Agreement Between Owner and Contractor

Examples of these forms are included in the Project Manual.

#### 13. 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:
  - 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 one hundred thirty-five (135) calendar days from Notice of Award until Substantial Completion is attained. The work is tentatively scheduled to begin on April 13, 2023 and be at Substantial Completion by August 25, 2023. Actual construction to take place May 30, 2023 through August 25, 2023.
  - 3) After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work necessary to achieve Final Completion within seven (7) calendar days or any proper extension thereof granted by Owner, Contractor shall pay Owner TWO HUNDRED AND FIFTY DOLLARS (\$ 250.00) 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.

#### 14. 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 <a href="https://www.peoriaparks-planning.org">www.peoriaparks-planning.org</a> 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 \$75.00 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).

#### 15. 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.

#### 16. 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
- 4) "Company Ownership Certification" 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". 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;
  - 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 Act.

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

#### 17. 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 <u>must be included</u> 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 COMPANY OWNERSHIP CERTIFICATION form.
  - 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 I	From:	PROJECT NO. 23-040 BID FOR: LOCKER ROOM RENOV. PH 2 LOCATION: RIVERPLEX REC & WELLNESS CENTER
		BID FORM
		BID TO: PEORIA PARK DISTRICT
UNE	DERSI	GNED:
1.	Ackı	nowledges receipt of:
	A.	Project Manual and Drawings for:
	B.	Addenda: No through No
2.	him	examined facility and the bid documents and shall be responsible for performing work specifically required of by all parts of bidding documents including specifications for entire project, even though such work may be ided 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.		NTRACT TIME: Contractor agrees to Substantially Complete ALL WORK as required by the Contract uments per the Supplementary General Conditions and Supplementary Instructions to Bidders.
5.	BAS 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.	Bidd acce how	ERNATES: ler agrees to perform all building and/or site work items as set forth below. The prices submitted may be pted either at the time of Base Bid approval or up to no later than ninety (90) days after award of the Bid; ever, if not approved at the time of the award of the Base Bid, the contract times as set forth in the Project ual and Drawings will be adjusted to compensate for the additional time taken in award of the Alternate:
	A.	Add Alternate #1: Men's Steam Room  RIVERPLEX LOCKER ROOM - Project Manual

id From: <sub>.</sub>	BID	JECT NO. 23-040 FOR: LOCKER ROOM RE ATION: RIVERPLEX REC	
	Demolition of existing tile and installation of new til	e.	
		Dollars (\$	)
В.	Add Alternate #2: Women's Steam Room		
	Demolition of existing tile and installation of new til	e.	
		Dollars (\$	)
spec cons from Bidd prod	e Bid(s) and Alternates are understood to include only to ified in the Bid Documents. The following is a list of struction which the Bidder proposes to furnish on this per Base Bid(s).  Her understands that acceptance of any proposed substituted brand, item, or element specified prior to bid openititutions listed below will be indicated before executing	substitute products, equipme roject, with difference in pri- ution which has not been ap ng is at Owner's option. Ap	nt or methods of ce being added or deduct proved as an "equal" to tl
suos	ITEM	ADD	<u>DEDUCT</u>
	<del></del>	¢	\$
		<b>\$</b>	\$
		<b>\$</b>	\$
BID	DERS CHECKLIST:		
Did	you visit the site?	Yes	No
Is Bi	id Security enclosed? (If applicable)	Yes	No
	eoria Park District Certificate of Equal Employment ortunity Compliance for Contractors enclosed?	Yes	No
Is W	orkforce Profile enclosed?	Yes	No
Is Co	ompany Ownership Certification enclosed?	Yes	No
	e bid is over \$100,000.00, the Minority/Women Owned tact Sheet enclosed?	d Yes	No
Is Li	ist of Subcontractors enclosed?	Yes	No
	ertification of Compliance of the Listed visions and Laws form enclosed?	Yes	No

Bid I	From:	PROJECT NO. 23-040 BID FOR: LOCKER ROOM RENOV. LOCATION: RIVERPLEX REC & WE	
9.	BIDDER INFORMATION:		
	NAME OF BIDDER:		_
	ADDRESS:		_
	CITY, STATE, ZIP:		_
	TELEPHONE NO.:		-
	BY:(Signature of Authorized	d Official)	
	TITLE:		
BIDI	DER'S SEAL		
WIT	NESS:		

END OF BID FORM



## **PEORIA PARK DISTRICT**

### **Company Ownership Certification**

In compliance with Illinois Public Act 102-265, and Peoria Park District policy, 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 Company's eligibility to transact business with Peoria Park District.

Please answer all questions. Note, Company may answer "Yes" to more than one category.

<ul> <li>Is the Company a Minority Owned Business?</li> <li>Check One:</li> </ul>	Y YES NO
Check One.  Company holds Certification for this clas  Company is self-certifying	ssification, or
• Is the Company a Woman Owned Business? Check One:	YES NO
<ul><li>Company holds Certification for this class</li><li>Company is self-certifying</li></ul>	ssification, or
<ul> <li>Is the Company a Disability-Owned Business</li> <li>Check One:</li> <li>Company holds Certification for this class</li> </ul>	
Company is self-certifying	
<ul> <li>Is the Company a Veteran Owned Business?</li> <li>Check One:</li> <li>Company holds Certification for this class</li> </ul>	
Company is self-certifying	
<ul> <li>Is the Company a Service Disabled Veteran C Check One:</li> </ul>	Owned Business? YES NO
Company holds Certification for this clasmost Company is self-certifying	ssification, or
Does Company qualify as a small business under fedenties://www.sba.gov/document/support-tab	eral Small Business Administration? YES NO le-size-standards
Please list the name(s) of the Company majority own	ner(s):
Does Company have any parent and/or subsidiary confidence of the subsidiar	ompanies? YES NO
By signing this form, the Company and the individual sig truthfully, to the best of their knowledge.	ning below attest that the above questions have been answered
Company Name	Company Address
Signature of Company Official	Name / Title
Telephone Number & Fax Number	Email Address



## PEORIA PARK DISTRICT

#### **Definitions for Company Ownership Certification**

- Selected Classification of <u>Owned Business</u> means a business which is at least 51% owned by one or more persons of the selected ownership classification (i.e. minority, women, veteran, etc.), or in the case of a corporation, at least 51% of the stock in which is owned by one or more persons of the selected ownership classification; and the management and daily operations of which are controlled by one or more of the selected ownership classification individuals who own it.
- Control means the exclusive or ultimate and sole control of the business including, but not limited to, capital investment and all other financial matters, property, acquisitions, contract negotiations, legal matters, officer-director-employee selection and comprehensive hiring, operating responsibilities, cost-control matters, income and dividend matters, financial transactions and rights of other shareholders or joint partners. Control shall be real, substantial and continuing, no pro forma. Control shall include the power to direct or cause the direction of the management and policies of the business and to make the day-to-day as well as major decisions in matters of policy, management and operations. Control shall be exemplified by possessing the requisite knowledge and expertise to run the particular business and control shall not include simple majority or absentee ownership.
- <u>Minority</u> person shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:
  - a) American Indian or Alaska Native (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).
  - b) Asian (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).
  - c) Black or African American (a person having origins in any of the black racial groups of Africa).
  - d) Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).
  - e) Native Hawaiian or Other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).
- <u>Woman</u> shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender.
- Veteran means a person who (i) has been a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
- <u>Service-Disabled Veteran</u> means a veteran who has been found to have 10% or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
- A <u>Person with a Disability</u> means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, meaning a person with a severe physical or mental disability that:
  - a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, Crohn's disease, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, an intellectual disability, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, ulcerative colitis, specific learning disabilities, or end stage renal failure disease; and
  - b) substantially limits one or more of the person's major life activities.
  - Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) of this subdivision if it is determined by an evaluation of the rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in item (a) of this subdivision.
- <u>Certification</u> means a determination made by the Business Enterprise Council for Minorities, Women, and Persons with Disabilities, or by one delegated authority from the Council to make certifications, or by a State agency with statutory authority to make such a certification, that a business entity is a business owned by a minority, woman, or person with a disability for whatever purpose.



## Peoria Park District

## **Certificate of Equal Employment Opportunity Compliance for Contractors & Vendors**

The Peoria Park District is an Equal Opportunity Employer and it agrees with each of the provisions below and requires that all suppliers, contractors, subcontractors, and vendors doing business with the Park District be Certified Equal Employment Opportunity Employers in compliance with the Illinois Human Rights Act and such regulations promulgated thereunder, and, that any and all suppliers, contractors, subcontractors or vendors who are found to be in non-compliance with the Illinois Human Rights Act or said regulations may be declared ineligible for future contracts with this Park District; and, that each and every supplier, contractor, subcontractor or vendor does at all times in connection with any dealings with this Park District agree as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 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, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) 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 the labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any 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 notify the Peoria Park District and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) 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 Peoria Park District, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Peoria Park District and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the 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 subcontractors; and further it will promptly notify the Peoria Park District and the Department in the event any subcontractor fails or refuses to comply with the provisions. 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.

Failure to properly complete and sign this form, certifying that the Company will agree to the above provisions of the Illinois Human Rights Act as well as the items below will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to be awarded work with the Peoria Park District.

The Company certifies that it has a written sexual harassment policy meeting the Illinois Human Rights Act and Illinois Department of Human Rights requirements.

If the Company will be doing work on Peoria Park District property, the Company shall complete the attached Full Time Workforce Profile Sheet to the best of its knowledge.

Company Name	Company Address
Signature of Company Official	Name / Title
Telephone Number & Fax Number	Email Address

## **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:														
0.0.4.1.														
9. On-the-job Trainees:														
10.0														
10. Semi-skilled														
11. Service Workers														
12. Unskilled														
TOTALS														

8. Apprentices:							
9. On-the-job Trainees:							
10. Semi-skilled							
11. Service Workers							
12. Unskilled							
TOTALS							
Company Name:							

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#### WORKFORCE PROFILE INSTRUCTIONS

#### RACE/ETHNIC IDENTIFICATION

<u>WHITE (not of Hispanic origin)</u>: 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.

<u>HISPANIC</u>: 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.

<u>NATIVE AMERICAN or ALASKAN NATIVE</u>: 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.

<u>PROFESSIONALS</u> - 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.

<u>TECHNICIANS</u> - 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.

<u>SALES WORKERS</u> - 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.

<u>WHITE COLLAR TRAINEES</u> - 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.

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<u>APPRENTICES</u> - 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.

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

<u>SEMI-SKILLED WORKERS</u> - 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.

<u>SERVICE WORKERS</u> - 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.

<u>UNSKILLED WORKERS</u> - 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	Minority Owned or Woman 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,
	Owned:					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 statement that sexual harassment is illegal;
- (2)a definition of sexual harassment under state law:
- (3)a description of sexual harassment utilizing examples;
- (4)an internal formalized complaint process, including penalties;
- (5)the legal recourse, investigative and complaint process available through the Department of Human Rights and the Illinois Human Rights Commission;
- (6)directions on how to contact the Illinois Department of Human Rights and Illinois Human Rights Commission Illinois companies. <u>Out-of-State companies must include directions on how to contact the enforcement agency within their state.</u> Companies that issue a standard policy for all business locations must prepare an addendum providing directions on how to contact the appropriate enforcement agency.
- (7)a recitation that there cannot be any retaliation against employees who elect to file charges, as provided in Sections 6-101 and 6-101.5 of the Illinois Human Rights Act.

**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 THE PEORIA PARK DISTRICT, you must have a written sexual harassment policy that conforms to the Illinois Human Rights Act and/or the laws of your jurisdiction.

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

#### CERTIFICATION OF COMPLIANCE

#### OF THE LISTED PROVISIONS AND LAWS

1)	Illinois	Drug	Free	Workplace	<b>Act of 1991</b>
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#### 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.	
C /C. 1	<u></u>
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 subsubcontractors 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 she	ets if required)		
BIDDER:		 END OF MAJOR SUBCONTI	RACTORS FORM

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## Directory of Minority & Women Owned Business Enterprises Peoria Park District

#### Revised 11/2021

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
<b>Absolute Risk Management Strategies</b> 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/MBE General Contractor 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 blacksquirrel@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 <u>Ifantroy@thebowagroup.c</u> om
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

Built United John Sutherland	MBE General Contractor	309-699-9191
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
CAD Construction	WBE General Contractor	309-925-2092
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 <sup>th</sup> 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
<b>Cornerstone Builders &amp; Developers</b> 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
<b>Davis Brothers Construction Company</b> Russell Davis	MBE Trucking/Hauling 1522 W. Kettelle St. Peoria, IL 61605	309-683-6931
<b>DECA Realty</b> Eddie J. Washington	MBE Real Estate Broker, Appraiser 417 W. Main, Peoria, IL 61606	309-637-3322 309-682-3922 Fax
<b>Design Air Inc.</b> 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
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
Fuhrmann Engineering Inc. Kathy Shelter	WBE Civil Engineers / Land Surveyors 456 Fulton St., Suite 146	309-713-3498 Ext. 5
Garza Heating & Cooling	MBE HVAC 1304 S. Western Ave., Peoria, IL 61605	309-645-6294
<b>Get Current Electrical Serv.</b> 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
<b>Horan Construction, Inc.</b> 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	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
<b>Interlock Brick Paving</b> 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
<b>Jones Electrical Contractors, Inc.</b> 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
Kelley Ironworks Tania Hoerr	WBE Fencing and Ironwork 4303 N Main Street, East Peoria, IL 61611 tania@kelleyiron.com	309-697-9870 309-697-9871 Fax 309-208-5207 Cell
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
<b>Michlyn Corporation</b> 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
<b>Midwest Construction Services</b> 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
<b>Montefusco Heating Sheet Metal</b> 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
Peoria Metro Construction	WBE General Contractor	309-671-1466
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
<b>Rufus Construction Company</b> Rufus Nelson	MBE Painting, Roofing, Remodeling 1819 S. Idaho Street, Peoria, IL 61605	309-673-6776 309-497-9453 Cell
<b>Searle Trucking, Inc.</b> 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 jamesltaylor1955@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
Standard Heating & Cooling	WBE HVAC	309-671-5417
Standard Heating & Cooling  Tabitha Ventures, Inc.  Edward O. Taiwo	WBE HVAC  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	
Tabitha Ventures, Inc.	MBE Asphalt, Concrete, Demolition, Earthwork, Electrical, Excavation General, HVAC, Landscaping, Painting, Plumbing, Resurfacing, Roofing, Trucking/Hauling	a, 309-692-1473 309-692-1564 Fax
Tabitha Ventures, Inc. Edward O. Taiwo  TEMCO Heating & AC	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 WBE Heating & AC	a, 309-692-1473 309-692-1564 Fax information@tabithainc.com 309-637-7746
Tabitha Ventures, Inc. Edward O. Taiwo  TEMCO Heating & AC Ellen Robinson  The Communication Connection	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  WBE Heating & AC 913 Laramie St. Peoria, IL 61605  WBE Communication, Wire and Cable, Electrical and Telephone Prod.	a, 309-692-1473 309-692-1564 Fax information@tabithainc.com 309-637-7746
Tabitha Ventures, Inc. Edward O. Taiwo  TEMCO Heating & AC Ellen Robinson  The Communication Connection Jennifer Stone  Third Hand Landscaping	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  WBE Heating & AC 913 Laramie St. Peoria, IL 61605  WBE Communication, Wire and Cable, Electrical and Telephone Prod. 604 Filmore Street Harrisburg, PA 17104  MBE Landscaping	a, 309-692-1473 309-692-1564 Fax information@tabithainc.com 309-637-7746 717-561-7267
Tabitha Ventures, Inc. Edward O. Taiwo  TEMCO Heating & AC Ellen Robinson  The Communication Connection Jennifer Stone  Third Hand Landscaping Tommy Harris  Three Cross Development	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  WBE Heating & AC 913 Laramie St. Peoria, IL 61605  WBE Communication, Wire and Cable, Electrical and Telephone Prod. 604 Filmore Street Harrisburg, PA 17104  MBE Landscaping 2313 W. Lincoln, Peoria, IL 61605  MBE Concrete, General, Sidewalk	1, 309-692-1473 309-692-1564 Fax information@tabithainc.com 309-637-7746 717-561-7267 309-673-6702
Tabitha Ventures, Inc. Edward O. Taiwo  TEMCO Heating & AC Ellen Robinson  The Communication Connection Jennifer Stone  Third Hand Landscaping Tommy Harris  Three Cross Development J. T. Donelson  Thompson Brothers Inc.	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  WBE Heating & AC 913 Laramie St. Peoria, IL 61605  WBE Communication, Wire and Cable, Electrical and Telephone Prod. 604 Filmore Street Harrisburg, PA 17104  MBE Landscaping 2313 W. Lincoln, Peoria, IL 61605  MBE Concrete, General, Sidewalk 1519 W. Millman Peoria, IL 61605  MBE General Carpentry and Construction, Interior Finish Work, Millwork	1, 309-692-1473 309-692-1564 Fax information@tabithainc.com 309-637-7746 717-561-7267 309-673-6702 309-637-1238
Tabitha Ventures, Inc. Edward O. Taiwo  TEMCO Heating & AC Ellen Robinson  The Communication Connection Jennifer Stone  Third Hand Landscaping Tommy Harris  Three Cross Development J. T. Donelson  Thompson Brothers Inc. Todd Thompson	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  WBE Heating & AC 913 Laramie St. Peoria, IL 61605  WBE Communication, Wire and Cable, Electrical and Telephone Prod. 604 Filmore Street Harrisburg, PA 17104  MBE Landscaping 2313 W. Lincoln, Peoria, IL 61605  MBE Concrete, General, Sidewalk 1519 W. Millman Peoria, IL 61605  MBE General Carpentry and Construction, Interior Finish Work, Millwork 221 Court St., Pekin, IL 61554  MBE Precast and Prestressed Concrete, Demolition, Excavating and Grading, Drainage, Aggregate Bases and Surfaces, Pavement Patching	1, 309-692-1473 309-692-1564 Fax information@tabithainc.com 309-637-7746 717-561-7267 309-673-6702 309-637-1238 309-613-0254 309-585-2376 309-585-2472 Fax 309-706-9213 Cell
Tabitha Ventures, Inc. Edward O. Taiwo  TEMCO Heating & AC Ellen Robinson  The Communication Connection Jennifer Stone  Third Hand Landscaping Tommy Harris  Three Cross Development J. T. Donelson  Thompson Brothers Inc. Todd Thompson  Thornton Rave dba Illini Concrete Co. of Illinois	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  WBE Heating & AC 913 Laramie St. Peoria, IL 61605  WBE Communication, Wire and Cable, Electrical and Telephone Prod. 604 Filmore Street Harrisburg, PA 17104  MBE Landscaping 2313 W. Lincoln, Peoria, IL 61605  MBE Concrete, General, Sidewalk 1519 W. Millman Peoria, IL 61605  MBE General Carpentry and Construction, Interior Finish Work, Millwork 221 Court St., Pekin, IL 61554  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	1, 309-692-1473 309-692-1564 Fax information@tabithainc.com 309-637-7746 717-561-7267 309-673-6702 309-637-1238 309-613-0254 309-585-2376 309-585-2472 Fax 309-706-9213 Cell thorntonrave01@gmail.com 309-685-8554

## Peoria County Prevailing Wage Rates posted on 3/1/2023

						Overtime								
Trade Title	Rg	Туре	С	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	BLD		29.83	31.33	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
ASBESTOS ABT-GEN	All	HWY		33.80	35.30	1.5	1.5	2.0	2.0	8.50	25.30	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		33.41	36.09	1.5	1.5	2.0	2.0	14.77	12.67	0.00	0.86	
BOILERMAKER	All	BLD		42.13	45.13	1.5	1.5	2.0	2.0	7.07	24.01	0.00	2.07	
BRICK MASON	All	BLD		37.46	38.96	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.89	
CARPENTER	All	BLD		34.99	37.24	1.5	1.5	2.0	2.0	9.25	20.79	0.00	0.78	
CARPENTER	All	HWY		37.98	40.23	1.5	1.5	2.0	2.0	9.25	22.29	0.00	0.75	
CEMENT MASON	All	BLD		31.48	34.23	1.5	1.5	2.0	2.0	9.00	22.34	0.00	0.79	
CEMENT MASON	All	HWY		34.04	36.29	1.5	1.5	2.0	2.0	9.00	21.99	0.00	0.72	
CERAMIC TILE FINISHER	All	BLD		34.61		1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.88	
ELECTRIC PWR EQMT OP	All	ALL		50.97	60.48	1.5	1.5	2.0	2.0	8.53	14.27	0.00	0.76	
ELECTRIC PWR GRNDMAN	All	ALL		34.63	60.48	1.5	1.5	2.0	2.0	8.04	9.70	0.00	0.52	
ELECTRIC PWR LINEMAN	All	ALL		56.74	60.48	1.5	1.5	2.0	2.0	8.70	15.88	0.00	0.85	
ELECTRIC PWR TRK DRV	All	ALL		36.35	60.48	1.5	1.5	2.0	2.0	8.09	10.18	0.00	0.54	
ELECTRICIAN	All	BLD		41.05	43.55	1.5	1.5	2.0	2.0	8.50	14.98	0.00	0.90	
ELECTRONIC SYSTEM TECH	All	BLD		32.90	35.90	1.5	1.5	2.0	2.0	7.95	13.39	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		53.26	59.92	2.0	2.0	2.0	2.0	16.07	20.56	4.26	0.70	
GLAZIER	All	BLD		37.53	39.53	1.5	1.5	1.5	2.0	16.83	7.71	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		44.55	47.22	1.5	1.5	2.0	2.0	14.77	14.46	0.00	0.86	
IRON WORKER	All	BLD		34.66	36.56	1.5	1.5	2.0	2.0	11.66	19.37	0.00	0.86	
IRON WORKER	All	HWY		40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11	
LABORER	All	BLD		28.83	30.33	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
LABORER	All	HWY		33.05	34.55	1.5	1.5	2.0	2.0	8.50	25.30	0.00	0.80	
LABORER, SKILLED	All	BLD		29.23	30.73	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
LABORER, SKILLED	All	HWY		33.35	34.85	1.5	1.5	2.0	2.0	8.50	25.30	0.00	0.80	
LATHER	All	BLD		34.99	37.24	1.5	1.5	2.0	2.0	9.25	20.79	0.00	0.78	
MACHINERY MOVER	All	HWY		40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		34.61		1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.88	
MARBLE MASON	All	BLD		38.05	39.30	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.90	
MILLWRIGHT	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	9.25	21.55	0.00	0.78	

MILLWRIGHT	All	HWY		38.82	41.07	1.5	1.5	2.0	2.0	9.25	22.06	0.00	0.75
OPERATING ENGINEER	All	BLD	1	43.96	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	BLD	2	40.65	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	BLD	3	35.19	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	HWY	1	43.96	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	HWY	2	40.65	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	HWY	3	35.19	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
PAINTER	All	ALL		38.94	40.94	1.5	1.5	1.5	2.0	16.49	8.22	0.00	1.35
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIVER	All	BLD		35.99	38.24	1.5	1.5	2.0	2.0	9.25	20.79	0.00	0.78
PILEDRIVER	All	HWY		37.98	40.23	1.5	1.5	2.0	2.0	9.25	22.29	0.00	0.75
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	8.75	16.29	0.00	1.25
PLASTERER	All	BLD		31.74	33.24	1.5	1.5	2.0	2.0	9.00	21.00	0.00	0.90
PLUMBER	All	BLD		37.60	40.98	1.5	1.5	2.0	2.0	8.75	17.08	0.00	1.25
ROOFER	All	BLD		34.00	38.25	1.5	1.5	2.0	2.0	10.25	11.54	0.00	0.30
SHEETMETAL WORKER	All	BLD		36.84	38.68	1.5	1.5	2.0	2.0	10.62	19.28	0.00	1.25
SIGN HANGER	All	HWY		40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11
SPRINKLER FITTER	All	BLD		44.98	47.98	1.5	1.5	2.0	2.0	11.45	14.92	0.00	0.52
STEEL ERECTOR	All	HWY		40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11
STONE MASON	All	BLD		37.46	38.96	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.89
TERRAZZO FINISHER	All	BLD		34.61		1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.88
TERRAZZO MASON	All	BLD		38.05	39.30	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.90
TILE MASON	All	BLD		38.05	39.30	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.90
TRUCK DRIVER	All	ALL	1	40.91	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	ALL	2	41.50	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	ALL	3	41.77	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	ALL	4	42.16	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	ALL	5	43.26	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	1	32.73	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	2	33.20	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	3	33.42	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	4	33.73	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	5	34.61	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TUCKPOINTER	All	BLD		37.46	38.96	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.89
			_										

#### 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-ters, cutting torchman (electric & acetylene), men setting lines to level forms, form setters, qunite 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 onthe-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 Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt

Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; 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 Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete

Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

## **SAMPLE ADDENDUM**

Peoria Park District Planning, Design and Construction Department		ADDENDUM NO.							
1314 N. F Peoria, IL	Park Road	PROJECT TITLE:							
ISSUAN	CE DATE:								
LOCATION	ON:								
The propo	osed Contract Documents for this Work are modified as follo	ws:							
I.	GENERAL INFORMATION:								
II.	<b>DRAWINGS</b> : (Delete/Change/Modify/Etc.)								
III.	III. PROJECT MANUAL/SPECIFICATIONS.: (Delete/Change/Modify/Etc.)								
IV.	<u>INVITATION TO BID</u> : (Delete/Change/Modify/Etc.)								
	END OF ADDENDUM	И NO							
(Ad	dendum may be bound into Project Manual, attached to front	cover, faxed, mailed, emailed or delivered to bidders.)							
		Addendum NoPage 1 of 1							



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

This **AGREEMENT** for LOCKER ROOM RENOVATION PH. 2
RIVERPLEX RECREATION & WELLNESS CENTER

is made as of the 12<sup>th</sup> day of April in the year of Two Thousand Twenty-Three (2023)

<b>Between the Owner:</b>	PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS
	1125 W. LAKE AVENUE
	PEORIA, IL 61614
And the Contractor:	
	PLANNING, DESIGN AND CONSTRUCTION DEPARTMENT
The Owner's Representative is:	1314 N. PARK ROAD
	PEORIA, IL 61604
	FARNSWORTH GROUP
The Architect or Engineer is:	100 WALNUT ST., SUITE 200
	PEORIA, IL 61602

The Owner and Contractor agree as follows:

I. THE CONTRACT DOCUMENTS. The Contract Documents consist of this AGREEMENT, the Plans/Drawings for the Project dated March 14, 2023, all sections of the Project Manual dated March 14, 2023, 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.

and incorporates the acceptance of bid alternates as defined in sub- Work required by the Contract Documents, subject to modification CONTRACT calls for a unit price basis of payment, the contract si- multiplying the unit prices submitted by the Contractor on the Bid CONTRACT) times (x) the actual quantities installed.  A. ACCEPTANCE OF ALTERNATES. The contract	ns made by Owner ap um stated above shal Form (and included	opproved Change Orders. If this ll be adjusted by Change Order based upo herein as an Attachment to this
alternates, which are described in the Project Manual: <u>ITEM</u>	ADD	<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 one hundred thirty-five (135) calendar days from Notice of Award until Substantial Completion is attained. The work is tentatively scheduled to begin on April 13, 2023 and be at Substantial Completion by August 25, 2023.
  - C. FINAL COMPLETION. After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work necessary to achieve Final Completion within seven (7) calendar days or any proper extension thereof granted by Owner, Contractor shall pay Owner TWO HUNDRED FIFTY dollars (\$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 RiverPlex Locker Room Renovation Ph. 2, dated March 14, 2023, 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 "Locker Room Renovation Ph. 2 – RiverPlex Recreation & Wellness Center", and dated March 14, 2023 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) Company Ownership Certification
    - 9) Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors
    - 10) Workforce Profile
    - 11) Minority/Women Owned Contact Sheet
    - 12) Performance Bond
    - 13) Labor and Material Payment Bond
    - **14)** Proof of Insurance
    - 15) Specifications: Division 010000, "General Requirements"; Divisions 020000-350000 as applicable
    - **16)** Attachment A.6 Insurance Requirements

17) Proof of Certified Payroll Submitte	ed to IDOL per "The Illinois Prevailing Wage Act"
XI. MISCELLANEOUS PROVISIONS. Other Provis	sions of this Agreement are as follows:
	r first written above and is executed in at least three original copies of Architect/Engineer (if any) for use in the administration of the
OWNER:	CONTRACTOR:
(Signature)	(Signature)
ROBERT L. JOHNSON, SR., Park Board President	
	(Printed Name and Title)
ATTEST:	ATTEST.
ATTEST:	ATTEST:

# ATTACHMENT #1 - LIST OF DRAWINGS

<u>Number</u>	<u>Title</u>	<u>Date</u>
	Title Sheet	3/14/23
ID1.1	First Floor Finish Demolition Plan	3/14/23
I0.1	General Information	3/14/23
<b>I0.2</b>	Interior Finish Details	3/14/23
I1.1	First Floor Finish Plan	3/14/23
<b>I8.1</b>	Enlarged Finish Plan & Interior Finish Elev.	3/14/23
<b>I8.2</b>	Interior Elevations	3/14/23
<b>I83</b>	Interior Elevations & Details	3/14/23
<b>I8.4</b>	Steam Room Plans & Elevation -Add Alt. #1 & 2	3/14/23
<b>I9.1</b>	First Floor Reflected Ceiling Finish Plan	3/14/23

# **PERFORMANCE BOND**

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

# KNOW ALL MEN BY THESE PRESENTS;

That					
as Princip	pal, and				
corporation PLEASU	on of the State ofRE DRIVEWAY AND	PARK DISTRICT OF PE	ORIA, PEORIA, ILLIN	as Surety, are held OIS, as Obligee, in	as and firmly bound unto the the amount of
(\$successor	), for the standard and assigns, jointly an	the payment whereof Princ d severally, firmly by these	ipal and Surety bind there presents.	mselves, their heirs	, executors, administrators,
with Obli		as by written agreement da		, 20	entered into a contract
	ance with contract docu		hitect-Engineer, which C	Contract is by refere	ence made a part hereof and
perform to Principal costs, eng with all coolingation. Surety he Principal Surety she entitled to of the wood. A condition the bid specific performance of the surety she entitled to of the wood.	shall fully secure and properties and all charshall fully secure and properties and attorobligations assumed by a shall be null and void; ereby waives notice of a shall be and is declared all, after notice of such a payment of the balancork.	nges thereof, and during the protect the Obligee from all neys' fees made necessary Principal in connection we otherwise it shall remain in the Contract to be in default under the default, reserve all rights to of any monies due or to	ne life of any guaranty of liability and from all less or arising from the fail ith the performance of the full force and effect.  It, including extensions of Contract, Obligee having against all parties, takes become due to such defuly perform in accordance ded Statutes 820 ILCS 13	r warranty required oss or expense of a lure, refusal or neg the Contract and all of time for the performed Obligue over and complete in a line of the principal in a line with the prevailing 10/1 et. seq.	hall promptly and faithfully I under the Contract, and, if any kind, including all court glect of Principal to comply I changes thereof, then this ormance thereof. Whenever gee's obligations thereunder, the the Contract and become eccordance with the progressing wage clause provided in the transfer than the Obligee named
Signed an	nd Sealed this	day of		, 20	<u>.</u>

CONTRACTOR	SURETY
Contractor Firm Name	Surety Name
By:Signature	By:Attorney-in-Fact
Title	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	ne PLEASURE DRIVEWAY
AND PARK DISTRICT OF PEORIA, PEOF	RIA, ILLINOIS, as Obligee, for t	the use and benefit of	f claimants as hereinafter defined
in the amount of	Dollars (\$		), for the payment
whereof Principal and Surety bind themselve firmly by these presents.	s, their heirs, executors, adminis	trators, successors ar	nd assigns, jointly and severally,
WHEREAS, Principal has by written with Obligee for	agreement dated	, 20	, entered into a Contract
in accordance with contract documents prepa	ared by the Architect-Engineer w	hich Contract is by r	eference made a part hereof, and

**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 Obligee 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 Obligee 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 Obligee, 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 Obligee 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 Obligee 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. hereunder.	The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith			
6. Obligee rela	The Principal and Surety stive to claims made against		rneys fees, engineering cost	ts, or court costs incurred by the
Signed and	Sealed this	day of		, 20
CONTRAC	TOR		<u>SURETY</u>	
Contractor I				
	Signature			
Title			Resident Agent	
ATTEST:				
Corporate S	ecretary (Corporations only)	)		

# **CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS						
COUNTY OF PEORIA	) SS )					
TO WHOM IT MAY C	ONCERN:					
THE undersigned, bein	g duly sworn, deposes and	says that he is				
building located at	r the of t					
That the total amount of of \$unconditionally and that names of all parties who for specific portions of statements.	the contract including ext prior to this there is no claim either less have furnished material of said work or for material ementioned include all laborates.	ras is \$ payment. Tha gal or equitable or labor, or both ntering into the	t all waivers are to defeat the are, for said wo	are true, correct are validity of said rk and all parties thereof and the	on which he has and genuine and waivers. That t having contract amount due or to	received payment delivered he following are the s or sub-contracts become due to
NAMES	WHAT FOR		ONTRACT PRICE	AMOUNT PAID	THIS PMT.	BALANCE DUE
There are no other contr	AND MATERIAL TO CO racts for said work outstanding kind done or to be done	ding, and that t				
	day of					
Signature:		_				
Subscribed and sworn to	o 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 a	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 (\$) Dollars, and other good and do hereby waive and release any and all 1 mechanics' liens, with respect to and on said abouther considerations due or become due from the heretofore furnished or which may be furnished as	nd valuable considerations, the receipt whe ien or claim or right of lien under the statu- ove-described premises and improvements when on account of labor or services, many	ates of the State of Illinois relating to thereon and on the money, funds or aterial, fixtures, apparatus or machinery
Dated this da	ay of	20
[Affix corporate seal here.]		
	(Name of sole own	ner, corporation or partnership)
ATTEST:		
		(SEAL)
(Signature of secretary of corporation)		owner or authorized orporation or partnership)

# **WAIVER OF LIEN**

# GENERAL CONTRACTOR'S PARTIAL TO COVER ONLY CERTAIN PAYMENTS

STATE OF ILLINOIS )			
) SS COUNTY OF PEORIA )			
TO ALL WHOM IT MAY CO	NCERN:		
WHEREAS, the under	rsigned	has been em	ployed
by THE PEORIA PARK DIST	RICT to furnish material	and labor for the	at
the premises commonly known	1 as		
	the undersigned, for and	l in consideration of the sum of Dollars, and other good and valuable considerations, th	
lien under the statutes of the State and the improvements thereon	ate of Illinois relating to n and on the money, funds, tures, apparatus or machin	bees hereby waive and release to the extent only of the aforesaid am Dollars, paid simultaneously herewith, any and all lien or right or clamechanics' liens, with respect to and on said above-described preme, or other consideration due or to become due from the owner on an enery, furnished by the undersigned, to or on account of the said ow the payment aforesaid.	aim of nises, ecount
Dated this	day of	, 20	
[Affix corporate seal here]			
		(Name of sole owner, corporation or partnership)	_
ATTEST:			
(Signature of secretary of corpo	oration)	(SEAI (Signature of sole owner or authorized	<i>L</i> )
(Signature of secretary of corpo	oration)		.)

# SUB-CONTRACTOR'S FINAL WAIVER OF LIEN

STATE OF ILLINOIS )	
) SS COUNTY OF PEORIA )	
TO WHOM IT MAY CONCERN:	
WHEREAS, the undersigned	
whereas, the undersigned	(sub-contractor)
ha been employed by	al contractor)
(generato furnish material and labor for the	al contractor) at the
	, in the City of,
County of Peoria, State of Illinois.	
county of 1 corta, state of finitions.	
The undersigned, for and in consideration	of
	(\$ ) Dollars, and other good and valuable considerations
the receipt whereof is hereby acknowledged, do	(\$) Dollars, and other good and valuable considerations hereby waive and release any and all lien or claim or right of lien under
the statutes of the State of Illinois relating to Mecha	anics Liens, on the above described premises and improvements thereon and on
	come due from the owner on account of labor or services, material, fixtures,
apparatus or machinery heretofore furnished or wh described premises.	ich may be furnished at any time hereafter by the undersigned for the above
•	
Dated this day of	, 20
[Affix corporate seal here.]	
ATTALOG	
ATTEST:	_
(Name of sole owner, corporation or partnership)	-
	(SEAL)
(Signature of sole owner or authorized representative of corporation of partnership)	(Signature of secretary of corporation)

# **WAIVER OF LIEN**

# SUB-CONTRACTOR'S PARTIAL TO COVER ONLY CERTAIN PAYMENTS

STATE OF ILLINOIS	)			
OUNTY OF PEORIA )				
TO WHOM IT MAY CON	CERN:			
THE undersigned,	(sub-contrac	ctor)		
to furnish material and labo	(general contrar r for the	actor)		
at the premises commonly k	nown as			
located in the City of Peoria	a, County of Peoria, and State o	f Illinois.		
NOW, THEREFO	RE, the undersigned, for and in	consideration of the sum of Dollars, and other good and valuable considerations, the receipt		
of the aforesaid amount of simultaneously herewith, an liens, with respect to and on consideration due or to become	y and all lien or right or claim or said above-described premises	hereby waive and release to the extent only  Dollars, paid of lien under the statutes of the State of Illinois relating to mechanics's, and the improvements thereon and on the money, funds, or other count of labor, services, material, fixtures, apparatus or machinery, payment aforesaid.		
Dated this	day of	, 20		
[Affix corporate seal here.]				
		(Name of sole owner, corporation or partnership)		
ATTEST:				
		(SEAL)		
(Signature of secretary of co	orporation)	(Signature of sole owner or authorized representative of corporation or partnership)		



# **Request for Taxpayer Identification Number and Certification**

send to the IRS. ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
Print or type. Specific Instructions on page 3.	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. Che following seven boxes.  ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
	single-member LLC		Exempt payee code (if any)				
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner						
	<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member ov LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the canother LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes.	Exemption from FATCA reporting code (if any)					
_ iii	is disregarded from the owner should check the appropriate box for the tax classification of its own	(A-line to account an interior deviated the U.C.)					
bed	Other (see instructions) ►  5 Address (number, street, and apt. or suite no.) See instructions.	Poguostor's name	(Applies to accounts maintained outside the U.S.) and address (optional)	—			
See S	Address (number, street, and apt. or suite no.) See instructions.	nequester s name a	and address (optional)				
	6 City, state, and ZIP code						
	7 List account number(s) here (optional)						
Par	t I Taxpayer Identification Number (TIN)			_			
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	curity number					
	p withholding. For individuals, this is generally your social security number (SSN). However, for alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a					
	s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	t a					
TIN, la		or					
	If the account is in more than one name, see the instructions for line 1. Also see What Name	and Employer	ployer identification number				
Numb	er To Give the Requester for guidelines on whose number to enter.		_				
Par				_			
Unde	penalties of perjury, I certify that:						
2. I ar Ser	number shown on this form is my correct taxpayer identification number (or I am waiting for a not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest conger subject to backup withholding; and	I have not been n	notified by the Internal Revenue	n			
3. I ar	n 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	g is correct.					
you ha	cation instructions. You must cross out item 2 above if you have been notified by the IRS that you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2	does not apply. For	or mortgage interest paid,	зе			

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.

# U.S. person ▶ **General Instructions**

Signature of

Section references are to the Internal Revenue Code unless otherwise

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**

Sign

Here

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)

Date ▶

- 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	
<ul> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

**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.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 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
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 <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor     (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
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

- <sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- <sup>2</sup> Circle the minor's name and furnish the minor's SSN.
- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, 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 <code>phishing@irs.gov</code>. 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 <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> 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.

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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.
- 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 RIVERPLEX LOCKER ROOM - Project Manual

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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".
- **63. IN PARAGRAPH** (<u>9.8.4</u>) **DELETE THE WORD** "Architect" **AND SUBSTITUTE THE WORDS** "Owner's Representative".
- **64. IN PARAGRAPH** (<u>9.9.1)</u> **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'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 (<u>11.4.7, 11.4.8, 11.4.9, AND 11.4.10</u>) 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, RIVERPLEX LOCKER ROOM Project Manual

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.
  - 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;
    - directions on how to contact the Illinois Department of Human Rights. Outof-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.

- The Illinois Human Rights Act specifically provides that all documents may meet, but cannot exceed, the sixth-grade literacy level. Therefore, the employer's 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.
- 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

#### SECTION 010000 - GENERAL

#### A. SUMMARY OF THE WORK

- 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 012300 - ALTERNATES

- A. Alternates to the Bid are set forth in the Supplementary Instructions to Bidders and are listed in the Bid Form.
  - 1. Accepted Alternates have been incorporated into the Agreement.
- B. Bid Alternate pricing, as set forth in the Supplementary Instructions to Bidders and the Bid Form, shall be good for a minimum of 90 calendar days after the date of the Bid opening, and the Owner reserves the right to accept Alternates up to that time.

#### **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.
- 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 <u>immediately and before proceeding with the Work</u>. If the proposal is found to be satisfactory and in proper order, the Field Order will be superseded by a Change Order.

#### B. PROPOSAL REOUESTS

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 <u>prior</u> 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:
      - 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.
  - 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:
    - 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

- 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.
  - 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

- TESTS AND INSPECTIONS REQUIRED
  - 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
  - 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.
    - 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 <u>such waivers</u> 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.
  - 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. <u>ARCHITECT:</u> 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.
  - 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

- GENERAL
  - 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.

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- 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:

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

trees 4" or over in caliper diameter:

cc) Damage to tree trunks, including "barking", nicking, gouging, etc.

\$150 per caliper inch of tree, per each injury

\$50 per caliper inch of limb

# 3. BARRIERS/CONSTRUCTION FENCE MATERIALS

bb)

- 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

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

- CONTRACTOR'S USE OF PREMISES
  - 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
  - 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

- 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.
    - 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

- GENERAL
  - 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
  - Provide project sign as detailed on Drawings
  - b) If not detailed on Drawings provide project identification sign per the following minimum requirement:
    - 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.
    - 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).
  - 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 016000 - PRODUCT REQUIREMENTS

- A. MATERIALS AND EQUIPMENT
  - 1. STANDARD SPECIFICATIONS
    - 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
  - 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.
- Descriptive Specification Requirement: Where Specifications describe a product or assembly listing exact characteristics 4) 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
- 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.
- VISUAL MATCHING AND SELECTION. Where the Specifications require matching an established sample or call for "as selected", the b) Owner's Representative's decision will be final on whether a proposed product matches satisfactorily.

#### В. STORAGE AND PROTECTION

- **GENERAL** 
  - Contractor shall provide and maintain: a)
    - 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.
    - Protection of adjacent properties improvements 4)
- 2. **METHODS**

f)

- Store off grade and cover with impervious material all moisture or water vulnerable materials. a)
- Store finished products and equipment in an enclosed building, on or off site. b)
- Maintain integrity of shipping cartons until ready for installation. c)
- Provide separate storage for combustible and non-combustible products. d)
- Follow storage recommendations of product and equipment manufacturers. e) Other methods shall be subject to Owner's prior written approval.

an emergency condition due to the work which requires immediate repair or protection.

The Contractor shall maintain an emergency phone number where a contact person can be notified at any time, Sundays and holidays included, of

#### C. **SUBSTITUTIONS**

3.

- 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.

#### WARRANTIES AND BONDS D.

- **GENERAL** 
  - 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.
  - Warranties for the Work and products and installations of each Contractor shall be one (1) year unless specified otherwise in the b) 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
      - and other naturally occurring or re-occurring site conditions ee)
    - 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.
      - 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.
- 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

- 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 that 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.
  - 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.
- Promptly advise the Owner's Representative when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.

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- 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

- 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

- 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.
  - 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;

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- 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:
  - 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;
  - 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
    - 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

- 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.
    - ) 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
  - 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

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# **SECTION 02 4100 - DEMOLITION**

#### PART 1 GENERAL

### 1.1. SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

#### PART 3 EXECUTION

### 2.1. GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Take precautions to prevent uncontrolled collapse of walls to be removed; do not allow worker or public access within range of potential collapse of unstable walls.
  - 2. Provide, erect, and maintain temporary barriers.
  - Conduct operations to minimize obstruction of public and private entrances and exits; do not
    obstruct required exits at any time; protect persons using entrances and exits from removal
    operations.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing surfaces and other elements that are not to be removed.
  - 1. Provide bracing and shoring as required.
  - 2. Stop work immediately if adjacent structures appear to be in danger.
- D. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

### 2.2. SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.

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- C. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch as specified for patching new work.

# 2.3. DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

# **END OF SECTION**

DEMOLITION 02 4100 - 2

# SECTION 09 0561 - COMMON WORK RESULTS FOR FLOORING PREPARATION

#### PART 1 GENERAL

### 1.1. SECTION INCLUDES

- A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
  - 1. Thin-set ceramic tile and stone tile.
  - 2. Fluid applied flooring.
- B. Removal of existing floor coverings.
- C. Preparation of new and existing concrete floor slabs for installation of floor coverings.
- D. Testing of concrete floor slabs for moisture and alkalinity (pH).
- E. Patching compound.

#### 1.2. REFERENCE STANDARDS

- A. ASTM C109/C109M Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens) 2021.
- B. ASTM C472 Standard Test Methods for Physical Testing of Gypsum, Gypsum Plasters, and Gypsum Concrete 2020.
- C. ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring 2022.
- D. ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride 2022.
- E. ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes 2019a.
- F. RFCI (RWP) Recommended Work Practices for Removal of Resilient Floor Coverings 2011.

### 1.3. ADMINISTRATIVE REQUIREMENTS

A. Coordinate scheduling of cleaning and testing, so that preliminary cleaning has been completed for at least 24 hours prior to testing.

### 1.4. SUBMITTALS

- A. Visual Observation Report: For existing floor coverings to be removed.
- B. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
  - 1. Moisture and alkalinity (pH) limits and test methods.

- 2. Manufacturer's required bond/compatibility test procedure.
- C. Testing Agency's Report:
  - 1. Description of areas tested; include floor plans and photographs if helpful.
  - 2. Summary of conditions encountered.
  - 3. Moisture and alkalinity (pH) test reports.
  - 4. Copies of specified test methods.
  - 5. Recommendations for remediation of unsatisfactory surfaces.
  - 6. Submit report to Architect.
  - 7. Submit report not more than two business days after conclusion of testing.
- D. Adhesive Bond and Compatibility Test Report.
- E. Copy of RFCI (RWP).

### 1.5. QUALITY ASSURANCE

- A. Moisture and alkalinity (pH) testing shall be performed by an independent testing agency employed and paid by Contractor.
- B. Testing Agency Qualifications: Independent testing agency experienced in the types of testing specified.
  - 1. Submit evidence of experience consisting of at least 3 test reports of the type required, with project Owner's project contact information.
- C. Contractor's Responsibility Relating to Independent Agency Testing:
  - 1. Provide access for and cooperate with testing agency.
  - 2. Confirm date of start of testing at least 10 days prior to actual start.
  - 3. Allow at least 4 business days on site for testing agency activities.
  - 4. Achieve and maintain specified ambient conditions.
  - 5. Notify Architect when specified ambient conditions have been achieved and when testing will start.

# 1.6. DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, handle, and protect products in accordance with manufacturer's instructions and recommendations.
- B. Deliver materials in manufacturer's packaging; include installation instructions.

C. Keep materials from freezing.

#### 1.7. FIELD CONDITIONS

- A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F (18 degrees C) or more than 85 degrees F (30 degrees C).
- B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.

### PART 2 PRODUCTS

#### 2.1. MATERIALS

- A. Patching Compound: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
  - 1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
  - 2. Compressive Strength: 3000 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.

#### PART 3 EXECUTION

### 3.1. CONCRETE SLAB PREPARATION

- A. Perform following operations in the order indicated:
  - 1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
    - a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
    - b. Removal of existing floor covering.
  - 2. Existing concrete slabs with coatings or penetrating sealers/hardeners/dustproofers:
    - a. Do not attempt to remove coating or penetrating material.
    - b. Do not abrade surface.
  - 3. Preliminary cleaning.
  - 4. Moisture vapor emission tests; 3 tests in the first 1000 square feet (100 square meters) and one test in each additional 1000 square feet (100 square meters), unless otherwise indicated or required by flooring manufacturer.

- 5. Internal relative humidity tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
- 6. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
- 7. Specified remediation, if required.
- 8. Patching, smoothing, and leveling, as required.
- 9. Other preparation specified.
- 10. Adhesive bond and compatibility test.
- 11. Protection.

### B. Remediations:

- 1. Active Water Leaks or Continuing Moisture Migration to Surface of Slab: Correct this condition before doing any other remediation; re-test after correction.
- Excessive Moisture Emission or Relative Humidity: If an adhesive that is resistant to the level of
  moisture present is available and acceptable to flooring manufacturer, use that adhesive for
  installation of the flooring; if not, apply remedial floor coating or remedial sheet membrane over
  entire suspect floor area.
- 3. Excessive Alkalinity (pH): If remedial floor coating is necessary to address excessive moisture, no additional remediation is required; if not, if an adhesive that is resistant to the level present is available and acceptable to the flooring manufacturer, use that adhesive for installation of the flooring; otherwise, apply a skim coat of specified patching compound over entire suspect floor area.

### 3.2. REMOVAL OF EXISTING FLOOR COVERINGS

- A. Comply with local, State, and federal regulations and recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings, as applicable to floor covering being removed.
- B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

#### 3.3. PRELIMINARY CLEANING

- A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive laitance, mold, mildew, and other materials that might prevent adhesive bond.
- B. Do not use solvents or other chemicals for cleaning.

### 3.4. MOISTURE VAPOR EMISSION TESTING

A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.

- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F1869 and as follows.
- D. Plastic sheet test and mat bond test may not be substituted for the specified ASTM test method, as those methods do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if test values exceed 3 pounds per 1000 square feet (1.4 kg per 93 square meters) per 24 hours.
- F. Report: Report the information required by the test method.

### 3.5. INTERNAL RELATIVE HUMIDITY TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F2170 Procedure A and as follows.
- D. Testing with electrical impedance or resistance apparatus may not be substituted for the specified ASTM test method, as the values determined are not comparable to the ASTM test values and do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if any test value exceeds 75 percent relative humidity.
- F. Report: Report the information required by the test method.

### 3.6. ALKALINITY TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. The following procedure is the equivalent of that described in ASTM F710, repeated here for the Contractor's convenience.
  - 1. Use a wide range alkalinity (pH) test paper, its associated chart, and distilled or deionized water.
  - 2. Place several drops of water on a clean surface of concrete, forming a puddle approximately 1 inch (25 mm) in diameter. Allow the puddle to set for approximately 60 seconds, then dip the alkalinity (pH) test paper into the water, remove it, and compare immediately to chart to determine alkalinity (pH) reading.
- C. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if alkalinity (pH) test value is

over 10.

### 3.7. PREPARATION

- A. See individual floor covering section(s) for additional requirements.
- B. Comply with requirements and recommendations of floor covering manufacturer.
- C. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities with patching compound.
- D. Do not fill expansion joints, isolation joints, or other moving joints.

# 3.8. ADHESIVE BOND AND COMPATIBILITY TESTING

A. Comply with requirements and recommendations of floor covering manufacturer.

### 3.9. PROTECTION

A. Cover prepared floors with building paper or other durable covering.

**END OF SECTION** 

### **SECTION 09 3000 - TILING**

#### PART 1 GENERAL

# 1.1. SECTION INCLUDES

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Cementitious backer board as tile substrate.
- D. Non-ceramic trim.

### 1.2. REFERENCE STANDARDS

- A. ANSI A108/A118/A136 American National Standard Specifications for the Installation of Ceramic Tile (Compendium) 2019.
- B. ANSI A108.1a American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar 2017.
- C. ANSI A108.1b American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar 2017.
- D. ANSI A108.1c Contractor's Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar 1999 (Reaffirmed 2021).
- E. ANSI A108.4 American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesive or Water Cleanable Tile-Setting Epoxy Adhesive 2019.
- F. ANSI A108.5 American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar 2021.
- G. ANSI A108.8 American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout 1999 (Reaffirmed 2019).
- H. ANSI A108.9 American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout 1999 (Reaffirmed 2019).
- I. ANSI A108.10 American National Standard Specifications for Installation of Grout in Tilework 2017.
- J. ANSI A108.11 American National Standard Specifications for Interior Installation of Cementitious Backer Units 2018.
- K. ANSI A108.12 American National Standard for Installation of Ceramic Tile with EGP (Exterior Glue Plywood) Latex-Portland Cement Mortar 1999 (Reaffirmed 2019).
- ANSI A108.13 American National Standard for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone 2005 (Reaffirmed 2021).

- M. ANSI A118.4 American National Standard Specifications for Modified Dry-Set Cement Mortar 2019.
- N. ANSI A118.7 American National Standard Specifications for High Performance Cement Grouts for Tile Installation 2019.
- O. ANSI A118.9 American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units 2019.
- P. ANSI A118.10 American National Standard Specifications for Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone 2014 (Reaffirmed 2019).
- Q. ANSI A118.12 American National Standard Specifications for Crack Isolation Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation 2014 (Reaffirmed 2019).
- R. ANSI A118.15 American National Standard Specifications for Improved Modified Dry-Set Cement Mortar 2019.
- S. ANSI A137.1 American National Standard Specifications for Ceramic Tile 2022.
- T. ASTM C1178/C1178M Standard Specification for Coated Glass Mat Water-Resistant Gypsum Backing Panel 2018.
- U. TCNA (HB) Handbook for Ceramic, Glass, and Stone Tile Installation 2022.

### 1.3. SUBMITTALS

- A. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- B. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.
- C. Maintenance Data: Include recommended cleaning methods, cleaning materials, and stain removal methods.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. Extra Tile: 1 percent of each size, color, and surface finish combination.

### 1.4. QUALITY ASSURANCE

- A. Maintain one copy of and ANSI A108/A118/A136 and TCNA (HB) on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum five years of documented experience.
- C. Installer Qualifications:
  - 1. Company specializing in performing tile installation, with minimum of five years of documented experience.

### 1.5. DELIVERY, STORAGE, AND HANDLING

A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

### 1.6. FIELD CONDITIONS

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature above 50 degrees F (10 degrees C) and below 100 degrees F (38 degrees C) during installation and curing of setting materials.

### PART 2 PRODUCTS

### 2.1. TILE

- A. Porcelain Tile, Type T-1:
  - 1. Manufacturer: Virginia Tile Company, Infinity.
  - 2. Size: 12" x 24", nominal.
  - 3. Surface Finish: Matte
  - 4. Color: As indicated on drawings.
  - 5. Pattern: As Indicated on drawings.
  - 6. Trim Units:
    - a. Matching bullnose at all 90 degree corners, as indicated on drawings.
- B. Porcelain Tile, Type T-2.
  - 1. Manufacturer: Virginia Tile Company, Infinity.
  - 2. Size: 12" x 24", nominal.
  - 3. Surface Finish: Grip.
  - 4. Color: As indicated on drawings.
  - 5. Pattern: As indicated on drawings.
  - 6. Trim Units:
    - a. Matching cove base shapes in sizes coordinated with field tile.
    - b. Matching bullnose at all 90 degree corners, as indicated on drawings.
- C. Porcelain Tile, Type T-3
  - 1. Manufacturer: Virginia Tile Company, Infinity.

- 2. Size: 2" x 2" mosaic.
- 3. Color: As indicated on drawings.
- 4. Pattern: As indicated on drawings.

### 2.2. TRIM AND ACCESSORIES

- A. Non-Ceramic Trim: Stainless Steel 316, style and dimensions to suit application, for setting using tile mortar or adhesive.
  - 1. Applications:
    - a. Open edges of wall tile.
    - b. Open edges of floor tile.
    - c. Wall corners, outside and inside.
    - d. Transition between floor finishes of different heights.
    - e. Thresholds at door openings.
  - 2. Manufacturers:
    - a. Schluter-Systems: www.schluter.com/#sle.
  - 3. Products:
    - a. Rondec (Exposed Edge Outside Corner)
      - 1) Contractor shall coordinate size with coordinating tile thickness.
    - b. Rondec (Outside Corner, Tile to Tile)
      - 1) Contractor shall coordinate size with coordinating tile thickness.
    - c. Rondec (Exposed Edge, Wainscot Cap)
      - 1) Contractor shall coordinate size with coordinating tile thickness.
    - d. Schiene (Floor Transition)
      - 1) Contractor shall coordinate size with coordinating tile thickness.

# 2.3. SETTING MATERIALS

- A. Manufacturers:
  - 1. MAPEI Corporation: www.mapei.com.
- B. Latex-Portland Cement Mortar Bond Coat: ANSI A118.4.

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- C. Applications: Use this type of bond coat where Large and Heavy Tile (LHT) mortar is indicated.
- D. Improved Latex-Portland Cement Mortar Bond Coat: ANSI A118.15.
  - 1. Applications: Use this type of bond coat where indicated: T-1, T-2.
  - 2. Products:
    - a. MAPEI Corporation; UltraFlex LFT Premium, large format tile mortar with polymer..
- E. Self -Leveling Underlayment
  - 1. Self-Leveling, quick-setting, self-leveling underlayment and repair mix for interior concrete floors.
    - a. Acceptable manufacturer: MAPEI Corporation/Ultraplan 1 Plus.
  - 2. All-purpose primer, water-based acrylic primer for self-leveling underlayment
    - a. Acceptable manufacturer: MAPEI Corporation/Primer T.

### 2.4. GROUTS

- A. Manufacturers:
  - MAPEI Corporation: www.mapei.com..
- B. High Performance Polymer Modified Grout: ANSI A118.7 polymer modified cement grout.
  - 1. Applications: Use this type of grout where indicated T-1.
  - 2. Use sanded grout for joints 1/8 inch (3.2 mm) wide and larger; use unsanded grout for joints less than 1/8 inch (3.2 mm) wide.
  - 3. Color(s): As selected by Architect from manufacturer's full line.
  - 4. Products:
    - a. As indicated on drawings...
- C. Epoxy Grout: ANSI A118.3 chemical resistant and water-cleanable epoxy grout.
  - 1. Color(s): As indicated on drawings.
  - 2. Products:
    - a. As indicated on drawings..

### 2.5. ACCESSORY MATERIALS

- A. Concrete Floor Slab Crack Isolation Membrane: Material complying with ANSI A118.12; not intended as waterproofing.
  - 1. Crack Resistance: No failure at 1/8 inch (3.2 mm) gap, minimum.

- 2. Fluid or Trowel Applied Type:
  - a. Material: Synthetic rubber.
  - b. Thickness: 20 mils (0.5 mm), maximum.
  - c. Products:
    - 1) Mapei Mapelastic AquaDefense, or approved equal..
- B. Waterproofing Membraneat floors and walls: Specifically designed for bonding to cementitious substrate under thick mortar bed or thin-set tile; complying with ANSI A118.10.
  - 1. Crack Resistance: No failure at 1/16 inch (1.6 mm) gap, minimum; comply with ANSI A118.12.
  - 2. Fluid or Trowel Applied Type:
    - a. Material: Synthetic rubber.
    - b. Thickness: 25 mils (0.6 mm), minimum, dry film thickness.
    - c. Products:
      - 1) Mapei Mapelastic AquaDefense, or approved equal.
    - d. Location: Full height in showers and up to 4'-0" high in toilet rooms.
- C. Backer Board: Cementitious type complying with ANSI A118.9; high density, glass fiber reinforced, 7/16 inch (11 mm) thick; 2 inch (51 mm) wide coated glass fiber tape for joints and corners.
- D. Backer Board: Coated glass mat type complying with ASTM C1178/C1178M; inorganic fiberglass mat on both surfaces and integral acrylic coating vapor retarder.
  - 1. Standard Type: Thickness 1/2 inch (12.7 mm).
- E. Mesh Tape: 2 inch (50 mm) wide self-adhesive fiberglass mesh tape.

# PART 3 EXECUTION

### 3.1. EXAMINATION

- A. Verify that subfloor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that subfloor surfaces are dust free and free of substances that could impair bonding of setting materials to subfloor surfaces.
- D. Verify that required floor-mounted utilities are in correct location.

### 3.2. PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.
- E. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

### 3.3. INSTALLATION - GENERAL

- A. Install tile and thresholds and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.19 , manufacturer's instructions, and TCNA (HB) recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- E. Form internal angles square and external angles bullnosed.
- F. Install non-ceramic trim in accordance with manufacturer's instructions.
- G. Sound tile after setting. Replace hollow sounding units.
- H. Keep control and expansion joints free of mortar, grout, and adhesive.
- I. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- J. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.
- K. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

### 3.4. INSTALLATION - FLOORS - THIN-SET METHODS

- A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F113, dry-set or latex-Portland cement bond coat, with standard grout, unless otherwise indicated.
  - 1. Where waterproofing membrane is indicated, install in accordance with TCNA (HB) Method F122, with latex-Portland cement grout.

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2. Where epoxy or furan grout is indicated, but not epoxy or furan bond coat, install in accordance with TCNA (HB) Method F115.

# 3.5. INSTALLATION - SHOWERS WALLS

- A. At shower walls install in accordance with TCNA (HB) Method B412, over cementitious backer units with waterproofing membrane.
- B. Grout with standard grout as specified above.

### 3.6. INSTALLATION - WALL TILE

A. Over cementitious backer units on studs, install in accordance with TCNA (HB) Method W244, using membrane at toilet rooms.

### 3.7. CLEANING

A. Clean tile and grout surfaces.

# 3.8. PROTECTION

A. Do not permit traffic over finished floor surface for 4 days after installation.

**END OF SECTION** 

### **SECTION 09 6700 - FLUID-APPLIED FLOORING**

#### PART 1 GENERAL

### 1.1. SECTION INCLUDES

A. Fluid-applied flooring and base.

#### 1.2. RELATED REQUIREMENTS

A. Section 09 0561 - Common Work Results for Flooring Preparation: Removal of existing floor coverings, cleaning, and preparation.

### 1.3. REFERENCE STANDARDS

- A. ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring 2022.
- B. ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride 2022.
- C. ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes 2019a.
- D. ICRI 310.2R Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair 2013.

### 1.4. SUBMITTALS

- A. See Section 01000 General Requirements for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns and colors available.
- C. Samples: Submit two samples, 6 by 6 inch (152 by 152 mm) in size illustrating color and pattern for each floor material for each color specified.
- D. Concrete Subfloor Test Report: Submit a copy of the moisture and alkalinity (pH) test reports.
- E. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and application rate for each coat.
- F. Manufacturer's Qualification Statement.
- G. Applicator's Qualification Statement.
- H. Maintenance Data: Include maintenance procedures, recommended maintenance materials, procedures for stain removal, repairing surface, and suggested schedule for cleaning.
- I. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 Product Requirements, for additional provisions.

2. Extra Top Coat Materials: 2 gallons (8 liters).

#### 1.5. QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum ten years documented experience .
- B. Applicator Qualifications: Company specializing in performing the work of this section.
  - 1. Approved by manufacturer.
    - a. Contact Dur-A-Flex product representation, David Haddon, Ph: 312.339.2191; Email: daveh@dur-a-flex.com.
- C. Supervisor Qualifications: Trained by product manufacturer, under direct full time supervision of manufacturer's own foreman.

#### 1.6. PRE-INSTALLATION CONFERENCE

A. A pre-installation conference shall be held between Applicator, General Contractor and the Owner to review and clarify this specification, application proceudre, quality control, inspection and acceptance criteria and production schedule.

### 1.7. MOCK-UP

- A. Construct mock-up(s) of fluid applied flooring to serve as basis for evaluation of texture and workmanship.
  - 1. Number of Mock-Ups to be Prepared: One.
    - a. Field color RF-1 shall be installed for mock-up in its respective area. .
  - 2. Mock-up to include integral wall base condition.
  - 3. Use same materials and methods for use in the work.
  - 4. Use approved design samples as basis for mock-ups.
  - 5. Locate as approved by Architect and Owner.
  - 6. Minimum Size: 48 inches by 48 inches (1220 mm by 1220 mm).
- B. Obtain approval of mock-up by Architect and Owner before proceeding with work.
- C. Approved mock-up may remain as part of the Work.

# 1.8. DELIVERY, STORAGE, AND HANDLING

- A. Store resin materials in a dry, secure area.
- B. Store materials for three days prior to installation in area of installation to achieve temperature stability.

### 1.9. FIELD CONDITIONS

A. Application may proceed while air, material and substrate temperatures are between 60F and 85F providing the substrate temperature is above the dew point. Outside of this range, the Manufacturer shall be consulted.

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- B. Store materials in area of installation for minimum period of 24 hours prior to installation.
- C. Maintain ambient temperature required by manufacturer 72 hours prior to, during, and 24 hours after installation of materials.
- D. The relative humidity in the specific location fo the application shall be less than 85% and the surface temperature shall be at least 5F above the dew point.
- E. The Applicator shall ensure that adequate ventilation is available for the work area. This shall include the use of manufacturer's approval fans, smooth bore tubing and closure of the work area.
- F. The Applicator shall be supplied with adequate lighting equal to the final lighting level during the preparation and installation of the system.
- G. New concrete shall be moisture cured for a minimum of 3 days and have fully cured a minimum of 5 days in accordance with ACI-308 prior to the application of the coating system pending moisture tests.
- H. Concrete shall have a flat rubbed finish, float or light steel trower finish (a hard steel trowel finish is neither necessary nor desirable).
- I. Sealers and curing agents should not be used.
- J. Concrete shall have a minimum design strength of 3,500 psi. and a maximum water/cement ratio of 0.45.
- K. Concrete surfaces on grade shall have been constructed with a vapor barrier to protect against the effects of the vapor transmission and possible delamination of the system.

### PART 2 PRODUCTS

### 2.1. MANUFACTURERS

- A. Fluid-Applied Flooring:
  - 1. Dur-A-Flex, www.dur-a-flex.com; Contact: David Haddon, Ph: 312.339.2191; Email: daveh@dur-a-flex.com.

# 2.2. Fluid-Applied Flooring SYSTEMS

- A. Dur-A-Flex, Inc., Hybri-Flex EC (self leveling, decorative chip broadcast), epoxy/aliphatic urethane topcoat seamless flooring (RF-1).
  - 1. System Materials:
    - a. Primer: Dur-A-Flex, Inc; Poly-Crete TF Plus resin and hardener, 8 mils thick.

- b. Topping: Dur-A-Flex, Inc; Poly-Crete SL resin, hardener and SL aggregate.
- c. Broadcast Aggregate: Dur-A-Flex, Inc; Micro or macro decorative colored chip.
- d. Broadcast: Dur-A-Flex, Inc. Dur-A-Glaze #4, epoxy based two-component resi.
- e. Grout Coat: Dur-A-Flex, Inc Dur-A-Glaze #4, epoxy-based, two-component resin
- f. Top coat: Dur-A-Flex, Inc. Armor Top aliphatic urethane 2 component resin with grip. Apply 2-3 ounces of grip. Grip finish to match existing Women's Locker Room finish.

### 2. Cove Base, Patch and Pitching Materials:

- a. Integral cove base materials: Dur-A-Flex, Inc; Cov-Rez resin and Dur-A-Glaze 4 Hardener, aggregate.
- b. Shallow Fill and Patching: Dur-A-Flex Inc; Poly-Crete WR (up to 1/4-inch thick)
- c. Deep Fill and Sloping Material (over 1/4-inch): Use Dur-A-Flex, Inc; Poly-Crete WR.
  - 1) Sloping to occur in areas at floor drains.

### 2.3. ACCESSORIES

- A. Base Cap: Sanitary sealant at PVC hygienic wall panel. See drawings.
- B. Cant Strips: Molded of flooring resin material.
- C. Subfloor Filler: Type recommended by fluid-applied flooring manufacturer.
- D. Primer: Type recommended by fluid-applied flooring manufacturer.

# PART 3 EXECUTION

# 3.1. EXAMINATION

- A. Verify that subfloor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive flooring.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive flooring.
- C. Verify that subfloor surfaces are dust-free and free of substances that could impair bonding of materials to subfloor surfaces.
- D. Cementitious Subfloor Surfaces: Verify that substrates are ready for fluid-applied flooring installation by testing for moisture and alkalinity (pH).
  - 1. Test in accordance with Section 09 0561.
  - 2. Obtain instructions if test results are not within limits recommended by fluid-applied flooring manufacturer.

- 3. Follow moisture and alkalinity remediation procedures in Section 09 0561.
- E. Verify that required floor-mounted utilities are in correct location.

### 3.2. PREPARATION

- A. New and existing concrete surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products.
- B. Perform concrete substrate testing as specified in Section 09 0561.
- C. Remove subfloor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler.
- D. Mechanically prepare concrete surfaces according to ICRI 310.2R, CSP 5.
- E. Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum 1/4-inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeteres and expansion joint edges.
- F. Cracks and joints (non-moving) greater than 1/8-inch wide are to be chisled or chipped-out and repaired per manufacturer's recommendations.
- G. At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch per manufacturer's recommendations.
- H. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Grind irregularities above the surface level. Prohibit traffic until filler is cured.
- I. Vacuum clean substrate.
- J. Apply primer to surfaces required by flooring manufacturer.

## 3.3. INSTALLATION - Accessories

A. Install cant strips at base of walls where flooring is to be extended up wall as base.

### 3.4. INSTALLATION - FLOORING

- A. General:
  - 1. The system shall be applied as listed below:
    - a. Substrate preparation.
    - b. Priming.
    - c. Pitching
    - d. Membrane
    - e. Integral base, where specified

- f. Topping/overlay application with chip/quartz broadcast.
- g. Resin application with chip/quartz broadcast.
- h. Topcoat (grout) application.
- i. Second topcoat application.
- 2. Immediately prior to the application of any component of the system, the surface shall be dry and any remaining dust or loose particles shall be removed using a vacuum or clean, dry, oil-free compressed air.
- 3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations.
- 4. The system shall follow the contour of the substrate unless pitching or other leveling work has been specified by the Architect.
- 5. A neat finish with well-defined boundaries and straight edges shall be provided by the Applicator.
- 6. Reference physical control samples to view approved texture and finish.

### B. Topping:

- 1. The topping shall be applied as a self-leveling system as specified by the Architect. The topping shall be applied in one lift with a nominal thickness of 1/8 inch.
- 2. The topping shall be comprised of three components: a resin, hardener and filler as supplied by the Manufacturer.
- 3. The hardener shall be added to the resin and thoroughly dispersed by suitably approved mechanical means. SL Aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
- 4. The topping shall be applied over horizontal surfaces using 1/2 inch "V" notched squeegee, trowels or other sytems approved by the Manufacturer.
- 5. Immediately upon placing, the topping shall be degassed with a loop roller.
- 6. For chip aggregate system, broadcast to excess into the wet resin; Micro chip at the rate of 0.15 lbs/SF.
- 7. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose chips.

# C. Broadcast Coat:

- 1. The broadcast coat resin shall be applied at the rate of 100 sf/gal.
- 2. The broadcast coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer.

- 3. Chip aggregate shall be broadcast into the wet resin, Micro Chip at a rate of .15 lbs/sf.
- 4. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose chips.

### D. Grout Coat:

- 1. Micro/macro chip/flake system:
  - a. The grout coat t shall be squeegee applied with a coverage rate of 100 sf/gal.
  - b. The topcoat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer.
  - c. The grout coat will be back rolled and cross rolled to provide a uniform texture and finish

# E. Top Coat

- 1. Top Coat
  - a. The topcoat with grit shall be roller applier with a coverage rate of 500 sf/gal.
  - b. The finish floor will have a nominal thickness of 3/16 inch.
- F. Cove at vertical surfaces.

### 3.5. FIELD QUALITY CONTROL

- A. See Section 01 4000 Quality Requirements, for additional requirements.
- B. The Applicator shall conduct the following tests:
  - 1. Temperature:
    - a. Air, substrate temperatures and, if applicable, dew point.
  - 2. Coverage Rates
    - a. Rates for all layers shall be monitored by checking quantity of material used against the area covered.
  - 3. Relative Humidity:
    - a. Accelera is impacted by humidity. Use LH version when below 30% RH.

#### 3.6. CLEANING AND PROTECTION

- A. Cure flooring material in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of the curing process.
- B. Remove masking. Perform detail cleaning at floor termination, to leave cleanable surface for subsequent work of other sections.

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- C. Prohibit traffic on floor finish for 48 hours after installation.
- D. Barricade area to protect flooring until fully cured.

**END OF SECTION** 

# **SECTION 09 9123 - INTERIOR PAINTING**

#### PART 1 GENERAL

# 1.1. SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
  - 5. Stainless steel.
  - 6. Floors, unless specifically indicated.
  - 7. Glass.
  - 8. Concealed pipes, ducts, and conduits.

#### 1.2. REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency current edition.
- B. ASTM D16 Standard Terminology for Paint, Related Coatings, Materials, and Applications 2019.
- C. MPI (APSM) Master Painters Institute Architectural Painting Specification Manual Current Edition.

#### 1.3. SUBMITTALS

- A. See Section 01000 General Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
  - 2. MPI product number (e.g., MPI #47).

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- 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- 4. Manufacturer's installation instructions.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
- D. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. Extra Paint and Finish Materials: 1 gallon (4 L) of each color; from the same product run, store where directed.
  - 2. Label each container with color in addition to the manufacturer's label.

### 1.4. QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

# 1.5. DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

### 1.6. FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces.
- D. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

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# PART 2 PRODUCTS

#### 2.1. MANUFACTURERS

A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.

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- B. Paints:
  - 1. Base Manufacturer: Sherwin Williams.
  - 2. Behr Process Corporation: www.behr.com/#sle.
  - 3. Diamond Vogel Paints: www.diamondvogel.com/#sle.
  - 4. PPG Paints: www.ppgpaints.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.

### 2.2. PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
  - 1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at www.paintinfo.com, for specified MPI categories, except as otherwise indicated.
  - 2. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 3. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
  - 4. Supply each paint material in quantity required to complete entire project's work from a single production run.
  - 5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Flammability: Comply with applicable code for surface burning characteristics.
- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Colors: To be selected from manufacturer's full range of available colors.
  - 1. Selection to be made by Architect after award of contract.

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#### 2.3. PAINT SYSTEMS - INTERIOR

- A. Paint I-OP Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete masonry units, and E.F.I.S.
  - 1. Two top coats and one coat primer.
  - 2. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, or 141.
    - a. Products:
      - 1) Sherwin-Williams Pre-Catalyzed Waterbased Epoxy, Semi-Gloss. (MPI #141)
  - 3. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #143, 144, 145, 146, 147, or 148.
    - a. Products:
      - 1) Sherwin-Williams ProMar 200 Zero VOC Interior Latex, Semi-Gloss.
- B. Paint I-OP-MD-DT Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including metals:
  - 1. Two top coats and one coat primer.
  - 2. Top Coat(s): Interior Epoxy-Modified Latex; MPI #115 or 215.
    - a. Products:
      - 1) Sherwin-Williams Pro Industrial Waterbased Catalyzed Epoxy, Gloss. (MPI #115)

#### 2.4. PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
  - 1. Interior Institutional Low Odor/VOC Primer Sealer; MPI #149.
    - a. Products:
      - 1) Sherwin Williams Pro Mar 200 Zero VOC Latex Primer.
  - 2. Interior Rust-Inhibitive Water Based Primer; MPI #107.
    - a. Products:
      - 1) Sherwin Williams Pro-Industrial Pro-Cryl Universal Acrylic Primer.

#### 2.5. ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.

C. Fastener Head Cover Material: Latex filler.

#### PART 3 EXECUTION

#### 3.1. EXAMINATION

A. Do not begin application of paints and finishes until substrates have been adequately prepared.

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- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
  - 1. Gypsum Wallboard: 12 percent.
  - 2. Masonry, Concrete, and Concrete Masonry Units: 12 percent.

#### 3.2. PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Masonry:
  - Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions.
     Allow to dry.
  - 2. Prepare surface as recommended by top coat manufacturer.
  - 3. Clean surfaces with pressurized water. Use pressure range of 600 to 1,500 psi (4,140 to 10,350 kPa) at 6 to 12 inches (150 to 300 mm). Allow to dry.
- H. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

I. E.I.F.S.: Prep substrate per manufacturer's recommendation for epoxy system.

#### 3.3. APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- G. Sand metal surfaces lightly between coats to achieve required finish.
- H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- I. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

#### 3.4. CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

#### 3.5. PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

#### 3.6. SCHEDULE - PAINT SYSTEMS

- A. Concrete, Concrete Masonry Units (CMU), Concrete Block, Brick Masonry: Finish surfaces exposed to view.
  - 1. Interior: Latex, semi-gloss.
- B. E.I.F.S: Finish surfaces exposed to view.
  - 1. Interior Ceilings, Walls and Bulkheads: Epoxy, semi-gloss.
    - a. Location: Women's Showers 1047, Men's Showers 1039, Steam Room 1045 entry vestibule, Steam Room 1038 entry vestibule.

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- C. Gypsum Board: Finish surfaces exposed to view[<>].
  - 1. Interior Ceilings, Walls and Bulkheads: Latex, semi-gloss.
    - a. Location: General use, unless noted otherwise.
- D. Gypsum: Finish surfaces exposed to view.
  - 1. Interior Walls and Ceilings: Epoxy sem-gloss.
    - a. Location: Women's Lav 1046.
- E. Steel Doors and Frames: Finish surfaces exposed to view; epoxy- gloss.

**END OF SECTION** 

#### **SECTION 10 2600 - WALL AND DOOR PROTECTION**

#### PART 1 GENERAL

#### 1.1. SECTION INCLUDES

A. Corner guards.

#### 1.2. REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023.

#### 1.3. SUBMITTALS

- A. See Section 01000 General Requirements for submittal procedures .
- B. Product Data: Indicate physical dimensions.
- C. Shop Drawings: Include plans, elevation, sections, and attachment details.
- D. Samples: Submit samples illustrating component design, configurations, joinery, color and finish.
  - 1. Submit two sections of corner guards, 24 inches (610 mm) long.
- E. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project:
  - 1. Extra Stock Materials: One package(s) of minimum 96 inches (2438 mm) long unit of each kind of covers for corner guards.
- G. Maintenance Data: Manufacturer's instructions for care and cleaning of each type of product. Include information about both recommended and potentially detrimental cleaning materials and methods.

#### 1.4. DELIVERY, STORAGE, AND HANDLING

- A. Deliver wall and door protection items in original, undamaged protective packaging. Label items to designate installation locations.
- B. Protect work from moisture damage.
- C. Do not deliver products to project site until areas for storage and installation are fully enclosed, and interior temperature and humidity are in compliance with manufacturer's recommendations for each type of item.
- D. Store products in either horizontal or vertical position, in compliance with manufacturer's instructions.

#### PART 2 PRODUCTS

#### 2.1. MANUFACTURERS

- A. Corner Guards:
  - 1. Inpro; [\_\_\_\_]: www.inprocorp.com/#sle.

#### 2.2. PRODUCT TYPES

- A. Corner Guards Surface Mounted:
  - 1. Material: High impact vinyl.
  - 2. Width of Wings: 1-1/2" inches (38 mm).
  - 3. Corner: Square.
  - 4. Color: As selected from manufacturer's standard colors.
  - 5. Length: One piece.
- B. Adhesives and Primers: As recommended by manufacturer.

#### 2.3. FABRICATION

A. Fabricate components with tight joints, corners and seams.

#### PART 3 EXECUTION

#### 3.1. EXAMINATION

- A. Verify that rough openings, concealed blocking, and anchors are correctly sized and located.
- B. Verify that substrate surfaces for adhered items are clean and smooth.
  - 1. Test painted or wall covering surfaces for adhesion in inconspicuous area, as recommended by manufacturer. Follow adhesive manufacturer's recommendations for remedial measures at locations and/or application conditions where adhesion test's results are unsatisfactory.

#### 3.2. INSTALLATION

- A. Install components in accordance with manufacturer's instructions, level and plumb, secured rigidly in position to supporting construction.
- B. Position corner guard 4 inches (102 mm) above finished floor to height indicated on drawings.

#### 3.3. TOLERANCES

- A. Maximum Variation From Required Height: 1/4 inch (6 mm).
- B. Maximum Variation From Level or Plane For Visible Length: 1/4 inch (6 mm).

#### 3.4. CLEANING

A. Clean wall and door protection items of excess adhesive, dust, dirt, and other contaminants.

**END OF SECTION** 

#### **SECTION 12 3600 - COUNTERTOPS**

#### PART 1 GENERAL

#### 1.1. SECTION INCLUDES

A. Wall-hung counters, vanity tops, and benches.

#### 1.2. REFERENCE STANDARDS

- A. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials 2023.
- B. AWI (QCP) Quality Certification Program Current Edition.
- C. AWI/AWMAC/WI (AWS) Architectural Woodwork Standards, 2nd Edition 2014, with Errata (2016).
- D. AWMAC (GIS) Guarantee and Inspection Services Program Current Edition.
- E. AWMAC/WI (NAAWS) North American Architectural Woodwork Standards 2021, with Errata.
- F. ISFA 2-01 Classification and Standards for Solid Surfacing Material 2013.
- G. PS 1 Structural Plywood 2019.
- H. WI (CCP) Certified Compliance Program (CCP) Current Edition.

#### 1.3. SUBMITTALS

- A. See Section 01000 General Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Specimen warranty.
- C. Shop Drawings: Complete details of materials and installation.
- D. Verification Samples: For each finish product specified, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- E. Test Reports: Chemical resistance testing, showing compliance with specified requirements.
- F. Installer's qualification statement.
- G. Maintenance Data: Manufacturer's instructions and recommendations for maintenance and repair of countertop surfaces.

#### 1.4. QUALITY ASSURANCE

A. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience.

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#### B. Quality Certification:

- 1. Comply with AWI (QCP) woodwork association quality certification service/program in accordance with requirements for work specified in this section: www.awiqcp.org/#sle.
- 2. Comply with AWMAC (GIS) woodwork association quality certification service/program in accordance with requirements for work specified in this section.
- 3. Comply with WI (CCP) woodwork association quality certification service/program in accordance with requirements for work specified in this section: www.woodworkinstitute.com/#sle.

#### 1.5. DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

#### 1.6. FIELD CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

#### PART 2 PRODUCTS

#### 2.1. COUNTERTOPS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Solid Surfacing Countertops: Solid surfacing sheet or plastic resin casting over continuous substrate.
  - 1. Flat Sheet Thickness: 1/2 inch (12 mm), minimum.
  - Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISFA 2-01 and NEMA LD 3; acrylic
    or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being
    worked and repaired using standard woodworking tools; no surface coating; color and pattern
    consistent throughout thickness.

#### a. Manufacturers:

- 1) Dupont; <>: www.corian.com/#sle.
- 2) Wilsonart; <>: www.wilsonart.com/#sle.

- PROJECT NO.:0230239.00
- b. Finish on Exposed Surfaces: Matte, gloss rating of 5 to 20.
- c. Color and Pattern: As indicated on drawings.
- 3. Other Components Thickness: 1/2 inch (12 mm), minimum.
- 4. Exposed Edge Treatment: Built up to minimum 1-1/4 inch (32 mm) thick; square edge; use marine edge at sinks.
- 5. Back and End Splashes: Same sheet material, square top; minimum 4 inches (102 mm) high.
- 6. Skirts: As indicated on drawings.
- 7. Fabricate in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 11 Countertops, Premium Grade.

#### 2.2. MATERIALS

- A. Wood-Based Components:
  - 1. Wood fabricated from old growth timber is not permitted.
- B. Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C veneer grade, minimum 5-ply; minimum 3/4 inch (19 mm) thick; join lengths using metal splines.
- C. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.
- D. Joint Sealant: Mildew-resistant silicone sealant, match wall color..

#### 2.3. FABRICATION

- A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
  - 1. Join lengths of tops using best method recommended by manufacturer.
  - 2. Fabricate to overhang fronts and ends of cabinets 1 inch (25 mm) except where top butts against cabinet or wall.
  - 3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.
- B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
  - 1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.
  - 2. Height: 4 inches (102 mm), unless otherwise indicated.
- C. Solid Surfacing: Fabricate tops up to 144 inches (3,657 mm) long in one piece; join pieces with adhesive sealant in accordance with manufacturer's recommendations and instructions.

PROJECT NO.:0230239.00

D. Wall-Mounted Counters: Provide skirts, aprons, brackets, and braces as indicated on drawings, finished to match.

#### PART 3 EXECUTION

#### 3.1. EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

#### 3.2. PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

#### 3.3. INSTALLATION

- A. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.
- B. Seal joint between back/end splashes and vertical surfaces.

#### 3.4. TOLERANCES

- A. Variation From Horizontal: 1/8 inch in 10 feet (3 mm in 3 m), maximum.
- B. Offset From Wall, Countertops: 1/8 inch (3 mm) maximum; 1/16 inch (1.5 mm) minimum.
- C. Field Joints: 1/8 inch (3 mm) wide, maximum.

#### 3.5. CLEANING

A. Clean countertops surfaces thoroughly.

#### 3.6. PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

#### **END OF SECTION**

# 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.
- 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 I 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 INSUREDS**

The following provision is added to (SECTION II), Who Is An Insured.

- 5. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below.
- a. The Limits of Insurance provided on behalf of the Additional Insured are not greater than those required by such contract.
  - b. The coverage provided to the Additional Insured(s) is not greater than that customarily provided by the policy forms specified in and required by the contract.
  - c. All insuring agreements, exclusions and conditions of this policy apply.
  - d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Except when required otherwise by contract, this insurance does not apply to:

- 1) "Bodily injury" or "property damage" occurring after
  - a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the site of the covered operations has been completed; or
  - b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 2) "Bodily injury" or "property damage" arising out of any act or omission of the Additional Insured(s) or any of their employees, other than the general supervision of work performed for the Additional Insured(s) by you.
- 3) "Property damage" to
  - a) Property owned, used or occupied by or rented to the Additional Insured(s);
  - b) Property in the care, custody or control of the Additional Insured(s) or over which the Additional Insured(s) is for any purpose exercising physical control; or

c) "Your work" for the Additional Insured(s).

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

- a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- b) Supervisory, inspection or engineering services.

Any coverages provided hereunder shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

No person or organization is an Additional Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

END OF ATTACHMENT A.6



# **Peoria Park District**

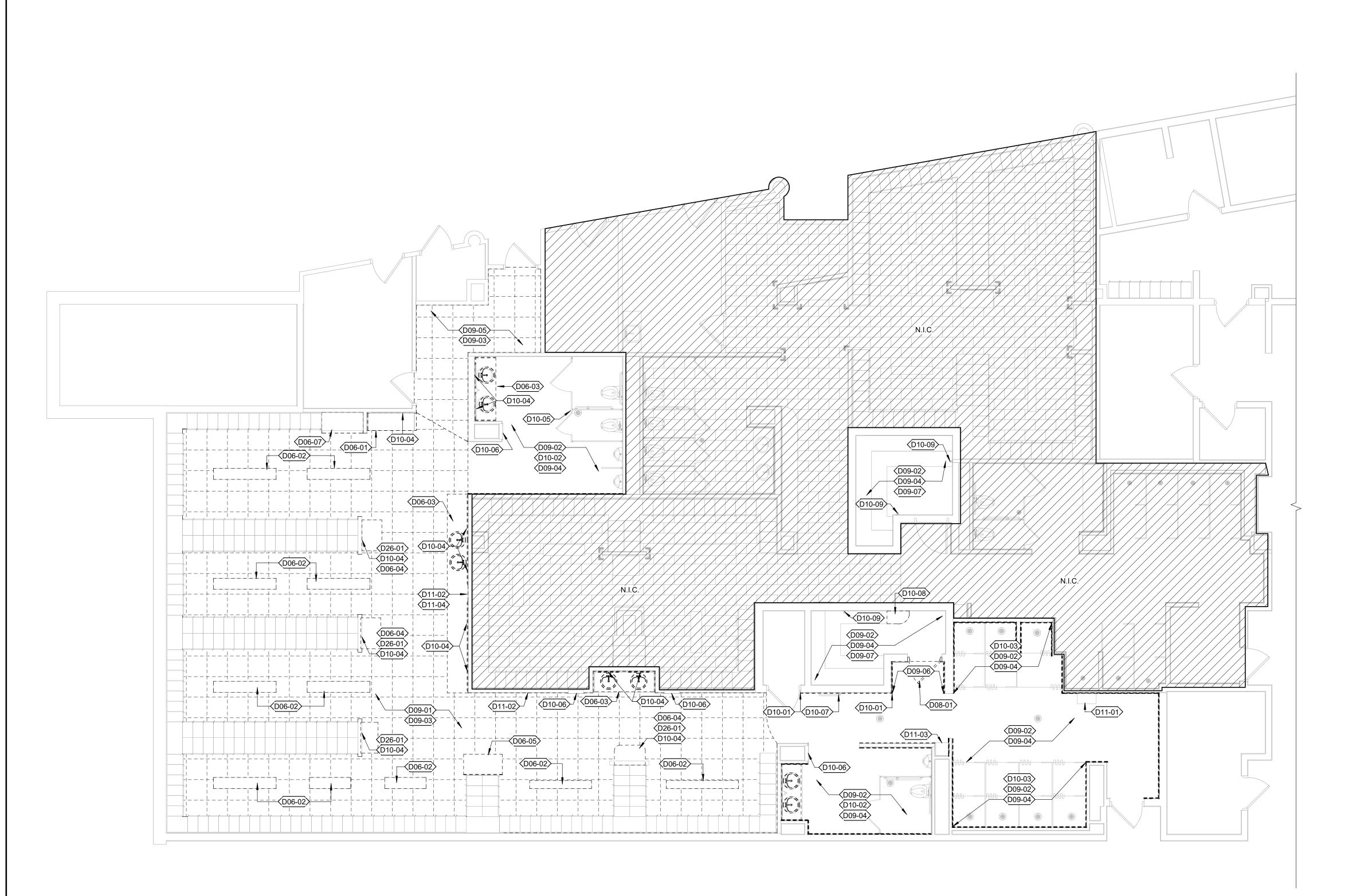
# RiverPlex - Locker Room Renovation Ph. 2

# **600 NE Water Street** Peoria, Illinois 61603

# **LOCATION MAP**



PROJECT NO.:0230239.00 DATE: 03/14/2023 Design Firm Registration #184001856



## **DEMOLITION GENERAL NOTES**

- A. EXISTING CONSTRUCTION SHOWN DASHED IS TO BE DEMOLISHED -COORDINATE WITH NEW CONSTRUCTION
- B. ALL ITEMS INDICATED TO BE DEMOLISHED SHALL BE REMOVED AS TO FULLY ALLOW FOR THE PROPER FURNISHING AND INSTALLATION OF ALL SCHEDULED NEW WORK. THIS SHALL INCLUDE DEMOLITION OF ADJACENT ITEMS, ACCESSORIES, AND APPURTENANCES AS NECESSARY.
- C. DEMOLITION DRAWINGS ILLUSTRATE MAJOR ITEMS TO BE REMOVED. CONTRACTOR SHALL COORDINATE THESE DRAWINGS WITH NEW WORK DRAWINGS AND SHALL BE RESPONSIBLE FOR OTHER ITEMS REQUIRED TO BE
- DEMOLISHED TO ACCOMMODATE NEW WORK. D. THE CONTRACTOR IS RESPONSIBLE FOR RETAINING AND RELOCATING ALL

SALVAGE AS DESIGNATED BY THE OWNER'S REPRESENTATIVE.

- E. THE CONTRACTOR IS RESPONSIBLE FOR STORAGE AND PROTECTION OF ALL
- F. EXISTING ITEMS, EQUIPMENT, PLUMBING FIXTURES, ETC. TO REMAIN IN PLACE SHALL BE PROTECTED FROM DIRT AND DAMAGE DURING DEMOLITION AND CONSTRUCTION.
- G. PROTECT ALL FINISHES TO REMAIN FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
- H. PRIOR TO DEMOLITION, ENSURE THE STABILITY OF ANY WALLS TO REMAIN.
- DEMOLITION OF FLOOR FINISHES INCLUDES REMOVAL OF ADHESIVES, GROUTING BEDS, RESILIENT BASE, ETC.
- . REMOVAL OF EXISTING ELECTRICAL SYSTEMS TO INCLUDE CONDUIT, BOXES, WIRE, CABLE, SUPPORTS, WIRING DEVICES, SAFETY SWITCHES, FIRE ALARM EQUIPMENT, SPEAKERS, TELEPHONE OUTLETS AND LIGHT FIXTURES. SEE ELECTRICAL DRAWINGS.
- K. UNLESS NOTED OTHERWISE, SALVAGE AND REINSTALL WALL/CEILING DEVICES, ACCESS PANELS, SIGNAGE, DIRECTORIES, SWITCH PLATES, ACCESSORIES (COAT HOOKS, WALL PLATES, WALL HUNG CLOCKS, ETC.) IN THE SAME LOCATION.

# Farnsworth

100 WALNUT STREET, SUITE 200 PEORIA, ILLINOIS 61602 (309) 689-9888 / info@f-w.com

www.f-w.com Engineers | Architects | Surveyors | Scientists

# DATE: DESCRIPTION:

**DEMOLITION KEYNOTES** D#

D06-01 REMOVE PLASTIC LAMINATE COUNTER AND BACKSPLASH.

D06-02 REMOVE SOLID SURFACE BENCH AND BASE; DELIVER BENCH TO OWNER. REUSE

D06-03 REMOVE PLASTIC LAMINATE COUNTER, BACKSPLASH, AND SINK. D06-04 REMOVE PLASTIC LAMINATE COUNTER, BACKSPLASH, AND WALL MOUNTED

BRACKETS. PATCH WALLS TO RECEIVE NEW FINISH. D06-05 REMOVE SOLID SURFACE BENCH TOP, BENCH BACK PANEL, AND SOLID SURFACE

WALL PANELS. PREP FOR NEW. EXISTING WOOD BASE TO REMAIN. D06-06 REMOVE SOLID SURFACE BENCH. PREPARE WALLS FOR NEW FINISH. D06-07 REMOVE SOLID SURFACE BENCH. WOOD BASE TO REMAIN. REUSE AT NEW BENCH.

D06-08 REMOVE SOLID SURFACE COUNTER IN ITS ENTIRETY. DIVISION 08 - OPENINGS

D08-01 REMOVE EXISTING DOOR. PREP FOR NEW DOOR. DIVISION 09 - FINISHES

D09-01 REMOVE CARPET AND ALL ASSOCIATED TRIM. PREPARE FOR NEW FLOOR FINISH. D09-02 REMOVE 1" x 1" CERAMIC TILE FLOOR AND ALL ASSOCIATED GROUT AND SETTING MATERIAL. PATCH AND PREPARE FLOOR FOR NEW FINISH.

D09-03 REMOVE RESILIENT WALL BASE. D09-04 REMOVE 1" x1" CERAMIC WALL TILE AND ASSOCIATED GROUT AND SETTING

MATERIALS. PATCH AND PREPARE WALL FOR NEW FINISH. 09-05 REMOVE CERAMIC 12" X 12" TILE FLOOR. PATCH AND PREPARE FOR FOR NEW

D09-06 REMOVE GYP. BOARD DOWN TO STUD, FLOOR TO CEILING. PREPARE AREA FOR NEW GYP. BOARD AND TILE.

D09-07 REMOVE 1" x1" CERAMIC TILE AT CEILING AND ASSOCIATED GROUT AND SETTING MATERIALS. PATCH AND PREPARE CEILING FOR NEW FINISH. MATCH EXISTING

DIVISION 10 - SPECIALITIES

D10-01 REMOVE CORNER GUARD. PATCH WALL.

D10-02 REMOVE HANDRAILS, TOILET ACCESSORIES, SOAP DISPENSERS. REINSTALL AT SAME LOCATION. D10-03 REMOVE AND REINSTALL SHOWER PARTITIONS, AND CURTAIN RODS, AT SAME

LOCATION. D10-04 REMOVE AND REINSTALL MIRRORS, AT SAME LOCATION.

D10-05 REMOVE AND REINSTALL TOILET PARTITIONS AND URINAL SCREENS.

D10-06 REMOVE RECESSED PAPER TOWEL/TRASH COMBO. REINSTALL D10-07 REMOVE HANDRAIL. REINSTALL AT SAME LOCATION

D10-08 REMOVE EXISTING RADIUS PORTION OF BENCH. PREP FOR NEW METAL STUDS AND TILE.

D10-09 REMOVE HANDRAILS, REINSTALL AT SAME LOCATION. **DIVISION 11 - EQUIPMENT** 

D11-01 REMOVE AND REINSTALL WALL MOUNTED EQUIPMENT. D11-02 REMOVE WALL MOUNTED T.V. REINSTALL AT SAME LOCATION.

D11-03 REMOVE AND DISCONNECT WALL MOUNTED EQUIPMENT. REINSTALL AND

D11-04 REMOVE WALL MOUNTED CLOCK. REINSTALL AT SAME LOCATION. **DIVISION 26 - ELECTRICAL** 

D26-01 REMOVE WALL MOUNTED LIGHT FIXTURE. PREP FOR NEW FINISH. REINSTALL AT SAME LOCATION.

**BID SET** NOT FOR CONSTRUCTION

Peoria Park District

RiverPlex - Locker **Room Renovation Ph.** 

600 NE Water Street

Peoria, Illinois 61603

DATE: 03/14/2023 DESIGNED: AKT DRAWN: AKT BSW **REVIEWED:** 

FIRST FLOOR FINISH **DEMOLITION PLAN** 

SHEET NUMBER:

0230239.00

FIRST FLOOR FINISH DEMOLITION PLAN

SCALE: 3/16" = 1'-0"

PROJECT NO .:

	CEILING FINISH SCHEDULE									
TAG	MANUFACTURER	PRODUCT LINE	SIZE	COLOR	FINISH	SUPPLIER / INSTALLER	NOTES			
P-1	BASIS OF DESIGN: SHERWIN WILLIAMS	SEE SPECIFICATIONS	-	SW 7100 ARCADE WHITE	SEE SPECIFICATIONS	CFCI	-			
P-3	BASIS OF DESIGN: SHERWIN WILLIAMS	SEE SPECIFICATIONS	-	SW 6207 RETREAT	SEE SPECIFICATIONS	CFCI	-			
T-3	VIRGINIA TILE	LANDMARK CERAMICS, INFINITY 2X2	-	ABSOLUTE	GROUT: BASIS OF DESIGN: MAPEI KERAPOXY, COLOR: 103 COBBLESTONE	CFCI	-			

	WALL FINISH SCHEDULE										
						GROUT		SUPPLIER /			
TAG	MANUFACTURER	PRODUCT LINE	SIZE	COLOR	FINISH	TYPE	COLOR	INSTALLER	NOTES		
P-1	BASIS OF DESIGN: SHERWIN WILLIAMS	SEE SPECIFICATIONS	-	SW9165 GOSSAMER VEIL	SEE SPECIFICATIONS	-	-	CFCI	-		
P-2	BASIS OF DESIGN: SHERWIN WILLIAMS	SEE SPECIFICATIONS	-	SW 6207 RETREAT	SEE SPECIFICATIONS	-	-	CFCI	-		
T-1	VIRGINIA TILE	LANDMARK CERAMICS, INFINITY FIELD TILE.	12" X 24"	ABSOLUTE	MATTE RECTIFIED	BASIS OF DESIGN: MAPEI FLEXCOLOR CQ	103 COBBLESTONE	CFCI	3		
T-2	VIRGINIA TILE	LANDMARK CERAMICS, INFINITY BULLNOSE	3" X 24"	ABSOLUTE	MATTE RECTIFIED	BASIS OF DESIGN: MAPEI KERAPOXY	103 COBBLESTONE	CFCI	3		
T-3	VIRGINIA TILE	LANDMARK CERAMICS, INFINITY BULLNOSE	3" X 12"	COSMOS	MATTE RECTIFIED	BASIS OF DESIGN: MAPEI KERAPOXY	19 PEARL	CFCI	3		

	WALL BASE FINISH SCHEDULE										
						GF	ROUT	SUPPLIER /			
TAG	MANUFACTURER	PRODUCT LINE	SIZE	COLOR	FINISH	TYPE	COLOR	INSTALLER	NOTES		
RF-1	DUR-A-FLEX	HYBRIFLEX EC	6" H	CLAYSTONE DESIGNER BLENDS, COLOR: GOODWIN	GRIP BROADCAST	-	-	CFCI -			
T-2	VIRGINIA TILE	LANDMARK CERAMICS, INFINITY COVE BASE	6" X 12"	ABSOLUTE	-	BASIS OF DESIGN: MAPEI KERAPOXY	103 COBBLESTON E	CFCI 2			

	FLOOR FINISH SCHEDULE										
						GF	ROUT	SUPPLIER /			
TAG	MANUFACTURER	PRODUCT LINE	SIZE	COLOR	FINISH	TYPE	COLOR	INSTALLER	NOTES		
RF-1	DUR-A-FLEX	HYBRIFLEX EC	-	CLAYSTONE DESIGNER BLENDS, COLOR: GOODWIN	GRIP BROADCAST	-	-	CFCI	-		
T-2	VIRGINIA TILE	LANDMARK CERAMICS, INFINITY FIELD TILE. GRIP RECTIFIED.	12" X 24"	COSMOS	GRIP	MAPEI KERAPOXY	19 PEARL	CFCI	3		

	CASEWORK HORIZONTAL FINISH SCHEDULE									
TAG	MANUFACTURER	PRODUCT LINE	SIZE	COLOR	FINISH	SUPPLIER / INSTALLER	NOTES			
SS-1	BASIS OF DESIGN: DUPONT CORIAN	CORIAN SOLID SURFACE	-	LAVA ROCK	-	CFCI -				
SS-2	BASIS OF DESIGN: DUPONT CORIAN	CORIAN SOLID SURFACE	-	CARBON CONCRETE	-	CFCI -				

	MISCELLANEOUS FINISH SCHEDULE									
TAG	MANUFACTURER	PRODUCT LINE	SIZE	COLOR	FINISH	SUPPLIER / INSTALLER	NOTES			
CG-1	INPRO ARCHITECTURAL PRODUCTS	SURFACE MOUNTED STAINLESS STEEL CORNER GUARD	1 1/2" WINGS	STAINLESS STEEL	-		ATTACH CORNER GUARDS WITH CONSTRUCTION ADHESIVE, PER MANUFACTURER'S RECOMMENDATIONS.			
P-4	BASIS OF DESIGN: SHERWIN WILLIAMS	SEE SPECIFICATIONS	-	SW 9170 ACIER	SEMI-GLOSS	CFCI	-			
TS-1	SCHLUTER SYSTEMS	RONDEC BULLNOSE STAINLESS STEEL V4A	-	STAINLESS STEEL V4A	-	CFCI	-			
TS-2	SCHLUTER SYSTEMS	JOLLY	-	STAINLESS STEEL V4A	-	CFCI	-			
TS-3	SCHLUTER SYSTEMS	SCHIENE	-	STAINLESS STEEL V4A	-	CFCI	-			

1-1/2"

DIAMETER

GRAB BAR,

EACH SIDE

TOILET

TISSUE

TOILET

**FIXTURE** 

AMBULATORY TOILET

DISPENSER

	FINISH SCHEDULE NOTES			
# NOTE				
2	CUT TILE BASE TO FIT UNDER EXISTING LOCKERS.			
3	INSTALLATION METHOD: 33% OFFSET			

60" MIN.

24" MIN.

16" - 18"

1-1/2"

DIAMETER

**GRAB BAR** 

TOILET

TISSUE

TOILET

**FIXTURE** 

DISPENSER

ACCOUNT REPRESENTATIVE							
MANUFACTURER	NAME	PHONE NUMBER	EMAIL				
ACROVYN	RANDY FORD	630-362-0820	RANDYF@ILLINISPECIALTIES.COM.COM				
CONSTRUCTION SPECIALTIES	RANDY FORD	630-362-0820	RANDYF@ILLINISPECIALTIES.COM				
CORIAN	ALI BALTHAZOR	262-408-4234	ABALTHAZOR@HLLMARK.COM				
DUR-A-FLEX	DAVID HADDON	312-339-2191	DAVEH@DUR-A-FLEX.COM				
INPRO	CHRIS WALSH	773-899-0645	CWALSH@INPROCORP.CPM				
MAPEI	KATHLEEN MCGINLEY	630-808-9944	KMCGINLEY@MAPEI.COM				
SHERWIN WILLIAMS	HANK MEINKING	314-281-7485	HANK MEINKING@SHERWIN COM				

TOILET

TISSUE

TOILET

**FIXTURE** 

TYPICAL TOILET NON-ACCESSIBLE

DISPENSER

**EXPOSED** 

BARRIER

SHALL BE

INSULATED

FREE

PLUMBING AT

LAVATORIES

NOTE: SINKS IN COUNTERS TO BE

MOUNTED WITH RIM NO MORE

THAN 2'-10" HIGH AND WITH AT

LEAST 2'-3" KNEE CLEARANCE.

TYPICAL ACCESSIBLE

CLEARANCE AT LAVATORY

LEVER OPERATING

SOAP DISPENSER

CONTROLLED

TYPICAL ACCESSIBLE

LAVATORY AND MIRROR

## PROJECT GENERAL FINISH NOTES

- A. DRAWINGS & SPECIFICATIONS ARE COMPLEMENTARY COMPONENTS OF THE CONTRACT DOCUMENTS. REVIEW ALL DRAWINGS AND SPECIFICATIONS FOR THE COMPLETE SCOPE OF WORK. NOTIFY ARCHITECT IMMEDIATELY FOR CLARIFICATION IF INCONSISTENCIES, CONTRADICTIONS OR OMISSIONS ARE
- B. DO NOT SCALE DRAWINGS. IF DIMENSIONAL INFORMATION IS REQUIRED AND NOT FOUND, NOTIFY ARCHITECT IMMEDIATELY FOR CLARIFICATION.
- C. UNO ALL DIMENSIONS ARE TO COLUMN CENTERLINES OR FACE OF FINISHED WALLS OR SURFACES.
- D. ALL CONTRACTORS TO FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO WORK.
- E. BASIS-OF-DESIGN PRODUCT: WHERE SPECIFICATIONS OR DRAWINGS NAME A PRODUCT AND MANUFACTURER, PROVIDE THE SPECIFIED PRODUCT / MANUFACTURER OR SUBMIT AN ALTERNATE REQUEST AS OUTLINED IN PROJECT SPECIFICATIONS. ALTERNATE PRODUCTS TO RESEMBLE BASIS-OF-DESIGN PRODUCT IN APPEARANCE, SIZE, PROFILE, DIMENSIONS, COLOR AND OTHER CHARACTERISTICS.
- F. REFER TO INTERIORS GENERAL INFORMATION SHEET (IO.1) FOR FINISH SYMBOLS AND ABBREVIATIONS.
- G. REFER TO FINISH PLANS, FINISH RCP, FINISH SCHEDULE AND DETAILS FOR FINISH INFORMATION AND LOCATION. REFER TO INTERIOR FINISH & ARCHITECTURAL ELEVATIONS FOR ADDITIONAL FINISH INFORMATION OR WHERE MULTIPLE FINISHES ARE INDICATED ON PLAN FOR THE SAME LOCATION.
- H. NOTES COLUMN ON PRODUCT FINISH SCHEDULE INDICATES GENERAL COMMENTS ONLY. SEE INTERIOR FINISH PLANS AND SPECIFICATIONS FOR LOCATIONS AND DETAILS.
- UNO DISSIMILAR FLOOR MATERIALS SHALL MEET UNDER CENTER OF DOOR LEAF WHEN IN CLOSED POSITION.
- J. ALL FINISHES OF SAME TYPE SHALL BE ORDERED IN TIMELY MANNER SO AS TO ADHERE TO PROJECT SCHEDULE. ALL FINISHES OF SAME TYPE SHALL BE ORDERED FROM ONLY ONE (1) DYE LOT. A SAMPLE FROM THE SAME DYE LOT TO BE SUBMITTED TO ARCHITECT FOR APPROVAL. WHERE MORE THAN ONE DYE LOT IS REQUIRED, NOTIFY ARCHITECT IMMEDIATELY AND SUBMIT SECOND VERIFICATION SAMPLE FROM OTHER DYE LOT FOR APPROVAL.
- K. UNO ALIGN TILE GROUT JOINTS WITH WALL / WALL BASE AND FLOOR TILES AT ALL 90° CONDITIONS.
- L. UNO PAINT ALL STEEL DOORS, DOOR FRAMES, INTERIOR BORROW LITE FRAMES, LINTELS AND OTHER EXPOSED METAL ITEMS.
- M. EXISTING CONDITION INFORMATION SHOWN WITHIN THE PROJECT AREA IS BASED ON FIELD OBSERVATION AND EXISTING DRAWING DOCUMENTATION. ALL EXISTING CONDITION INFORMATION SHOWN OUTSIDE THE PROJECT AREA IS PROVIDED FOR REFERENCE ONLY AND HAS NOT BEEN FIELD VERIFIED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY NEW WORK AND SHALL BRING ANY DISCREPANCIES TO THE ATTENTION OF THE DESIGN PROFESSIONAL PRIOR TO DEMOLITION AND CONSTRUCTION.
- N. GC TO COORDINATE WITH ARCHITECT REGARDING SPECIAL PRICING WITH MANUFACTURERS LISTED IN THE PRODUCT MANUFACTURERS CONTACT LIST ON SHEET I/0.1.

### DRAWING LIST

ID1.1 FIRST FLOOR FINISH DEMOLITION PLAN

SYMBOLS LEGEND

) X-# (

X-#

∠ ( X-# )

< x-# >

X-#

/ X-#

\ X-# /

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XXX-#

XXX-#

ALIGN

ROOM

NAME

101

I0.2 INTERIOR FINISH DETAILS

11.1 FIRST FLOOR FINISH PLAN I8.1 ENLARGED FINISH PLANS & INTERIOR FINISH ELEVATIONS

INTERIOR ELEVATIONS

NOTE: NOT ALL SYMBOLS ARE USED IN CONSTRUCTION DOCUMENTS

**CEILING FINISH** 

WALL FINISH

ACCENT WALL FINISH

WALL BASE FINISH

MISCELLANEOUS FINISH

FINISH MATERIAL TRANSITION

ALIGN FINISH WITH ADJACENT ITEM

FINISH PATTERN/LINEAR DIRECTION

CORNER GUARD

FINISH KEYNOTE

ROOM DESIGNATION

BREAK LINE

**REVISION NOTE** 

CASEWORK COUNTER/TRANSITION TOP FINISH

CASEWORK BASE AND UPPER CABINET FINISH

FLOOR FINISH

INTERIOR ELEVATIONS & DETAILS 18.3

STEAM ROOM PLANS AND ELEVATION - ADD ALTERNATE 1 & 2 18.4 19.1 FIRST FLOOR REFLECTED CEILING FINISH PLAN

# Farnsworth

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# DATE: DESCRIPTION:

**ABBREVIATIONS** 

ALUMINUM WALL BASE

ACT ACOUSTICAL CEILING TILE ADJ ADJACENT ARCHITECTURAL FILM ABOVE FINISHED FLOOR ALUMINUM ACOUSTIC PANEL CFCI CONTRACTOR FURNISHED, CONTRACTOR INSTALLED. CFOI CONTRACTOR FURNISHED, INSTALLED BY OTHERS. CORNER GUARD CONTROL JOINT CMU CONCRETE MASONRY UNIT CON CONCRETE FLOORING / FINISH CPT CARPET CULTURED STONE CS DOOR FRAME GUARD END WALL GUARD **ENTRY MAT SYSTEM** EX EXISTING **EXPANSION JOINT** EXJ EXP **EXPOSED** FABRIC FRP FIBERGLASS REINFORCED PANEL(S) GLASS / GLAZING GROUT GYP GYPSUM WALL BOARD HORIZONTAL BLINDS HAND RAIL LINEAR FEET (FOOT) LINOLEUM SHEET / TILE LOUVER SYSTEM LUXURY VINYL TILE LVT MOLDED WALL BASE MTL METAL MISC MISCELLANEOUS MP METAL PANEL NOT APPLICABLE

NS NATURAL STONE

NOTES:
1. FIXTURES SHOWN ARE FOR

NOT PROJECT SPECIFIC.

2. MOUNTING HEIGHTS ARE TO

BE COMPLIANT WITH 2010

ADA, ICC/ANSI A117.1-2007

PROVIDE ALL NECESSARY

CONCEALED BLOCKING AND

REINFORCEMENT FOR THE

SECURE INSTALLATION OF

BARRIER FREE LAVATORIES

MUST BE INSULATED OR

OTHERWISE CONFIGURED TO ELIMINATE POSSIBLE

ACCESSIBILITY CODE-

ALL EQUIPMENT AND

EXPOSED PLUMBING

ACCESSORIES.

CONTACT.

PAPER TOWEL DISPENSER/

WASTE RECEPTACLE

AND SCHEDULES FOR

FIXTURE TYPES.

AND THE STATE

SEE PLUMBING DRAWINGS

REFERENCE ONLY AND ARE

OFCI OWNER FURNISHED, CONTRACTOR INSTALLED OFOI OWNER FURNISHED, **INSTALLED BY OTHERS** PFIN PREFINISHED PLASTIC LAMINATE QTZ QUARTZ RESILIENT WALL BASE RESINOUS POURED FLOORING RESIN / ACRYLIC PANEL RUBBER SHEET / TILE DRYWALL/MILLWORK REVEAL SIGNAGE SHOWER CURTAIN SCR SHOWER CURTAIN ROD SD STATIC DISSIPATIVE FLOORING SQUARE FEET (FOOT) SHUTTER SOLID SURFACE STAINLESS STEEL

SPECIALTY SHEET VINYL SSV STAIN SHEET VINYL SQUARE YARD(S) TILE FLOORING/ WALL / WALL BASE (CERAMIC, PORCELAIN, TOILET PARTITION TRANSITION STRIP TYPICAL UFIN UNFINISHED

WALL PROTECTION

VCT

600 NE Water Street Peoria, Illinois 61603 UNO UNLESS NOTED OTHERWISE VINYL COMPOSITION TILE VERIFY IN FIELD DATE: WALL COVERING WOOD CEILING TILE / PLANK WOOD (VENEER, PANELING, DESIGNED: WAINSCOT, FLOORING)

> DRAWN: **REVIEWED:**

BID SET

NOT FOR CONSTRUCTION

Peoria Park District

RiverPlex - Locker

Room Renovation Ph.

SHEET TITLE:

**GENERAL INFORMATION** 

SHEET NUMBER:

**STANDARD MOUNTING HEIGHTS** 

60" MIN.

42" MIN.

54" MIN.

DIAMETER

GRAB BAR

DISPENSER

SANITARY

NAPKIN

TOILET

**FIXTURE** 

DISPOSAL

**TOILET** 

TISSUE

SCALE: 3/8" = 1'-0"

ACCESSIBLE TOILET

0230239.00

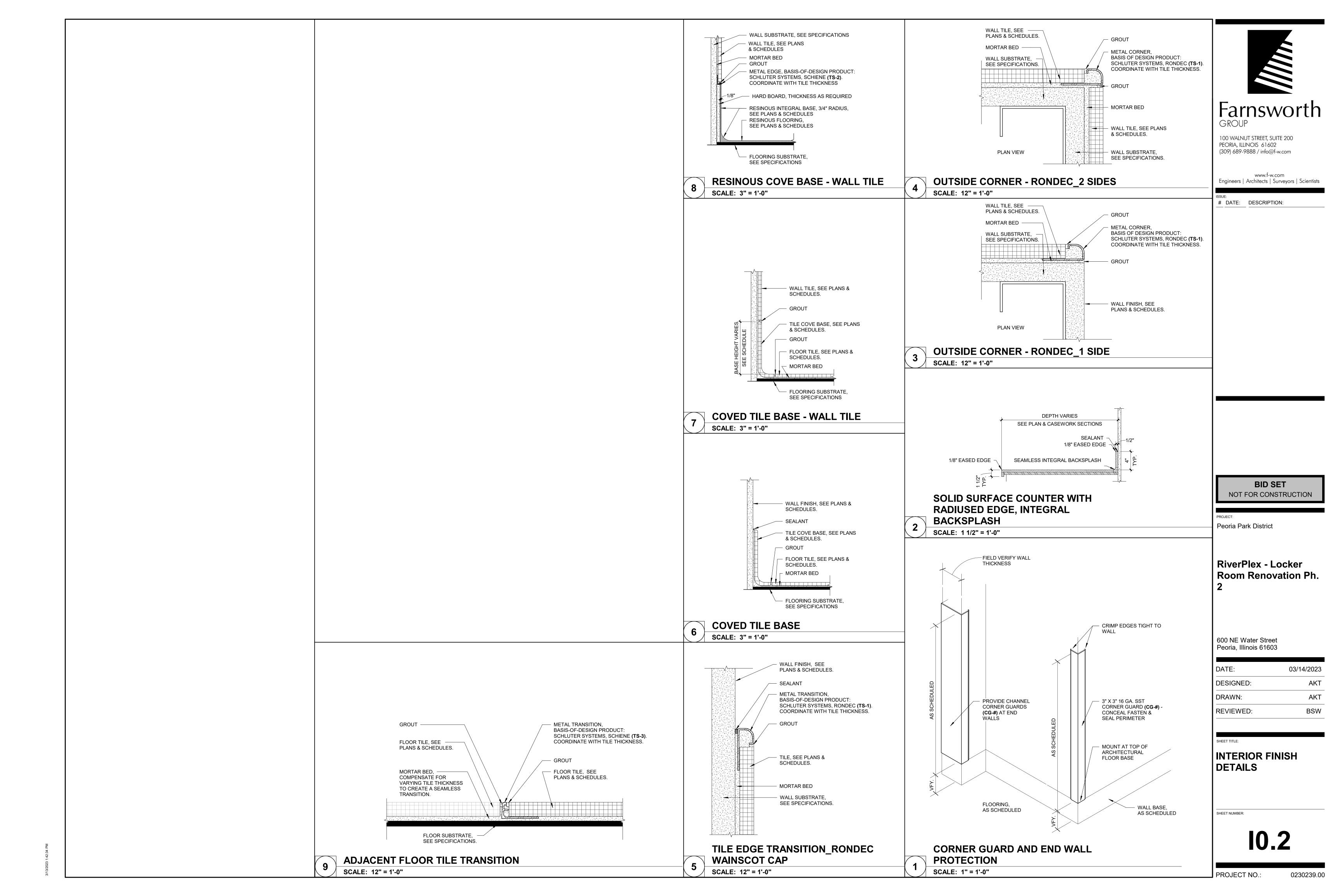
03/14/2023

AKT

AKT

BSW

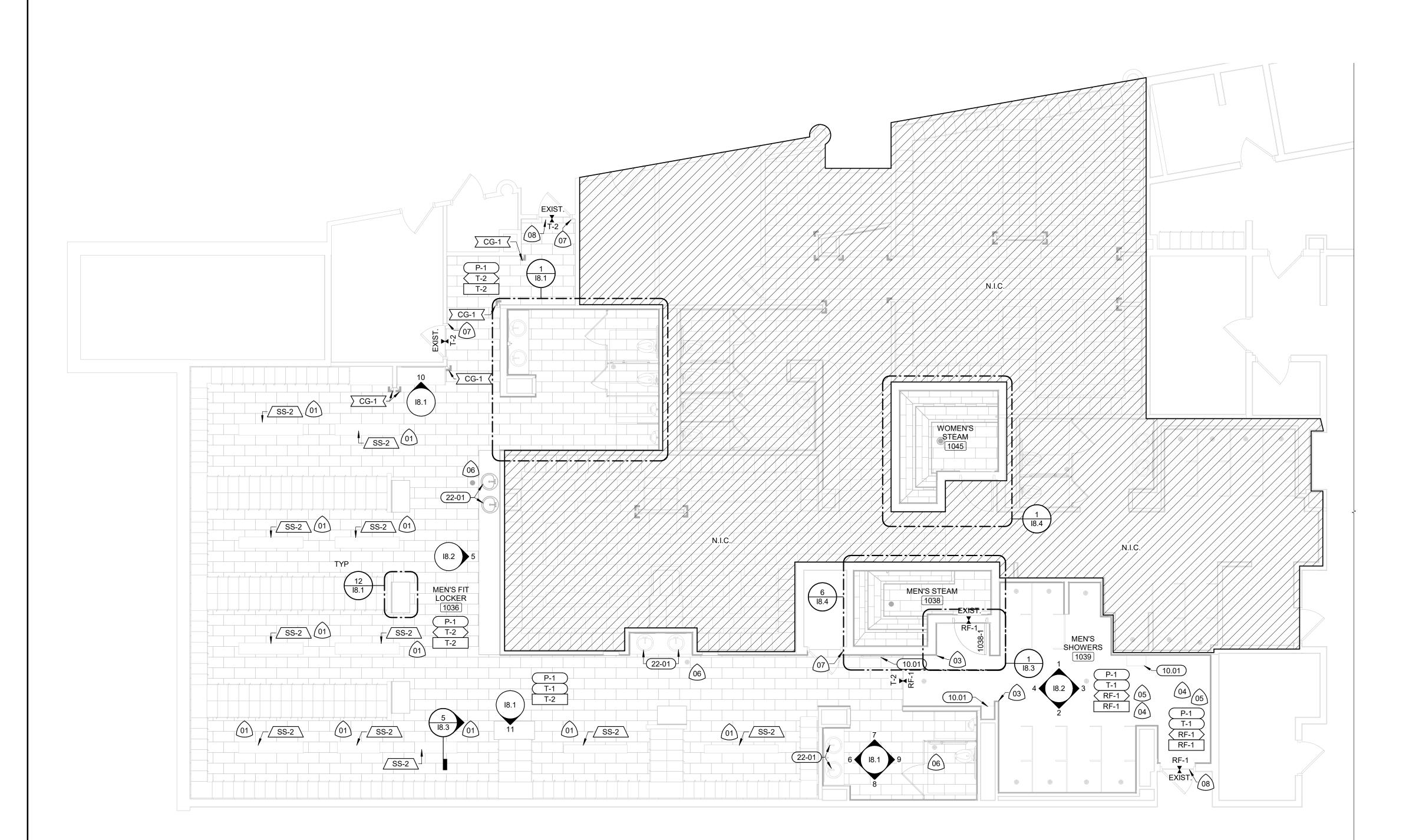
PROJECT NO .:



DOOR SCHEDULE															
DOOR				D	OOR FRAM	E	HEAD	JAMB	THRESH	LBL	HDWR				
NO.	WIDTH	HEIGHT	THICK	MAT'L	FINISH	ELEV	MAT'L	FINISH	ELEV	DETAIL NO.	DETAIL NO.	DETAIL NO.	(MINUTES)	SET	NOTES
•		•						•					•		

FIRST FLOOR 1038-1 3'-0" 6'-8" 13/4" ALUM. PF F ALUM PF - - - -

NOTES:
1. MATCH EXISTING DOOR SIZE. V.I.F.



# FINISH PLAN GENERAL NOTES

- A. ALL FLOOR TRANSITIONS THAT CHANGE MATERIALS AND/OR CHANGE THICKNESS TO RECEIVE TRANSITION STRIP TO BE APPROVED BY ARCHITECT. SEE SHEET 10.2 FOR DETAILS.
- B. ALL FLOOR FINISHES TO EXTEND BENEATH CASEWORK.
- C. UNO ALL PARTITIONS TO RECEIVE PAINT P-1.
- D. UNO ALL HOLLOW METAL FRAMES TO RECEIVE P-4, REFER TO DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
- E. AT ALL LOCATIONS WHERE ACCENT IS DENOTED IN FINISH PLAN, CONTRACTOR SHALL PROVIDE ADDITIONAL PAINT COLOR. COLOR SHALL BE DETERMINED AT A LATER DATE & PROVIDED BY ARCHITECT
- F. REUSE EXISTING MIRRORS. INSTALLED AT SAME LOCATION.
- G. PROVIDE CEMENT BOARD AT ALL WET LOCATIONS.
- H. ALL WALL-MOUNTED EQUIPMENT, TOILET ACCESSORIES, GRAB BARS, ETC TO BE REINSTALLED AT SAME LOCATION.



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# DATE: DESCRIPTION:

# FINISH KEYNOTES (#)

- REUSE EXISTING METAL BASE.
- PAINT EXISTING REVEAL TO MATCH ADJACENT WALL COLOR.
- TERMINATE EPOXY PAINT SYSTEM AT OUTSIDE CORNER.
- INSTALL TILE TO 7'-6" A.F.F. SEE ELEVATIONS. 04
- 05 EPOXY PAINT SYSTEM. RAISE FLOOR DRAINS AS REQUIRED TO MATCH NEW FLOOR HEIGHT
- SPLIT FINISH: PAINT LOCKER ROOM SIDE OF DOOR FRAME P-4. INSTALL NEW TRANSITION STRIP. COORDINATE SIZE WITH NEW AND
- EXISTING FLOORING. INSTALL TILE FULL HEIGHT. INSTALL TILE: VERICAL ASHLAR.
- PAINT TO MATCH WALL COLOR.
- TERMINATE ACCENT PAINT COLOR AT OUTSIDE CORNER.
- REPLACE DAMAGED/DISCOLORED ACCOUSTICAL CEILING TILE TO MATCH EXISTING; APPROXIMATELY 15%. COORDINATE WITH OWNER FOR LOCATIONS AND OVERSTOCK MATERIAL. PROVIDE CUTS FOR EXISTING CEILING PENETRATIONS AS REQUIRED.
- ALIGN WALL AND FLOOR GROUT LINES
- MATCH EXISTING CEILING SLOPE
- INSTALL TILE FULL HEIGHT. MITRE CORNER
- PROVIDE NEW METAL STUDS AND CEMENT BOARD.
- NEW COUNTERTOP TO MATCH EXISTING SIZE.
- EXISTING WOOD BASE TO REMAIN. MATCH EXISTING SIZE.
- BUILD NEW 3 5/8" METAL STUD BENCH WITH CEMENT BOARD, AT SAME LEVEL. SQUARED OFF ALL SIDES TO ACCEPT NEW TILE. NEW BENCH TO BE AT SAME LOCATION OF DEMOLISHED PORTION.

# KEYNOTES (BY DIVISION) #

# DIVISION 00

## **DIVISION 08 - OPENINGS**

108.01 INSTALL NEW DOOR AT EXISTING LOCATION, MATCH SIZE AND FINISH, BASIS OF DESIGN: KAWNEER NON-THERMAL 500 WIDE STILE WITH TRIFAB 451 INTERMEDIATE FRAME. PROVIDE OFFSET PIVOT HINGE WITH 2 INTERMEDIATE HINGES. DOOR HARDWARE: CO-9 PULL/CP-II PUSH PACKAGE. PROVIDE LCN 4040XP CLOSER. PROVIDE STAINLESS STEEL 316 METAL TRIM AROUND ENTIRE

PROVIDE STAINLESS STEEL 316 BREAK METAL WRAP AT WALL AROUND DOOR FRAME TO MATCH EXISTING WRAP AT MEN'S STEAM

09.01 INSTALL NEW CEMENT BOARD AT WET LOCATION. BASIS OF DESIGN: USG DUROCK GLAS-MAT TILE BACKER, OR APPROVED EQUAL. DIVISION 11 - EQUIPMENT

10.01 REINSTALL WALL MOUNTED EQUIPMENT AT SAME LOCATION. **DIVISION 12 - FURNISHINGS** 

12-01 COUNTERTOP SUPPORT BRACKET. PAINT TO MATCH ADJACENT WALL FINISHO BRACKET SHOWN FOR REFERENCE ONLY. FABRICATOR TO PROVIDE NUMBER OF BRACKETS AND SPACING AS REQUIRED FOR SIZE OF COUNTER...

22-01 PROVIDE NEW UNDERMOUNT SINK AND FAUCET. SINK BASIS OF DESIGN: KOHLER CAXTON OVAL K-2210 VITREOUS CHINA UNDERMOUNT SINK. COLOR: WHITE. FAUCET BASIS OF DESIGN: CHICAGO FAUCETS, 895-317E29XKABCP DECK MOUNTED FIXED CENTERS HOT AND COLD WATER SINK FAUCET. PLUMBING LINES TO REMAIN. CONNECT TO NEW SINK ASSEMBLE.

## **BID SET** NOT FOR CONSTRUCTION

Peoria Park District

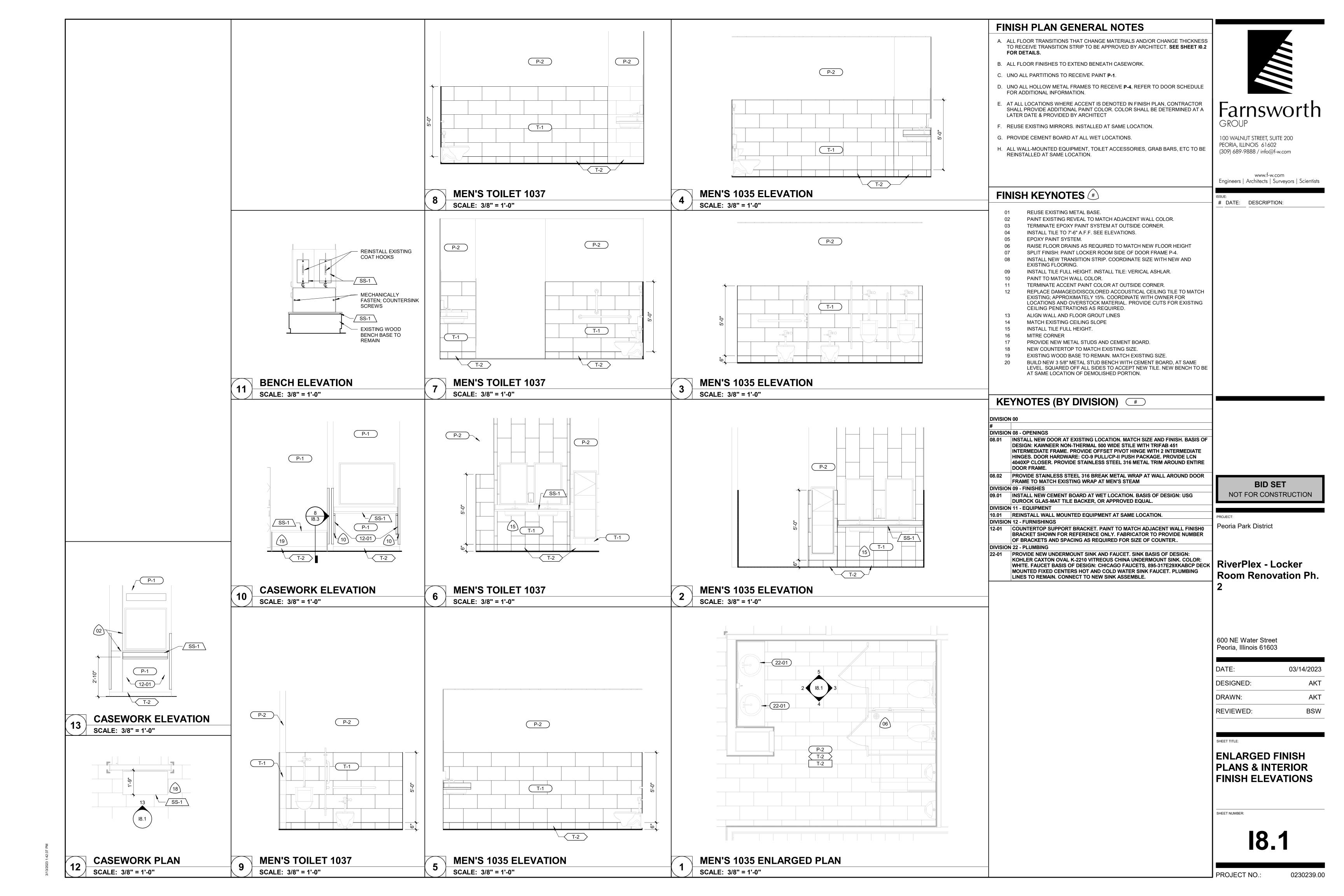
RiverPlex - Locker **Room Renovation Ph.** 

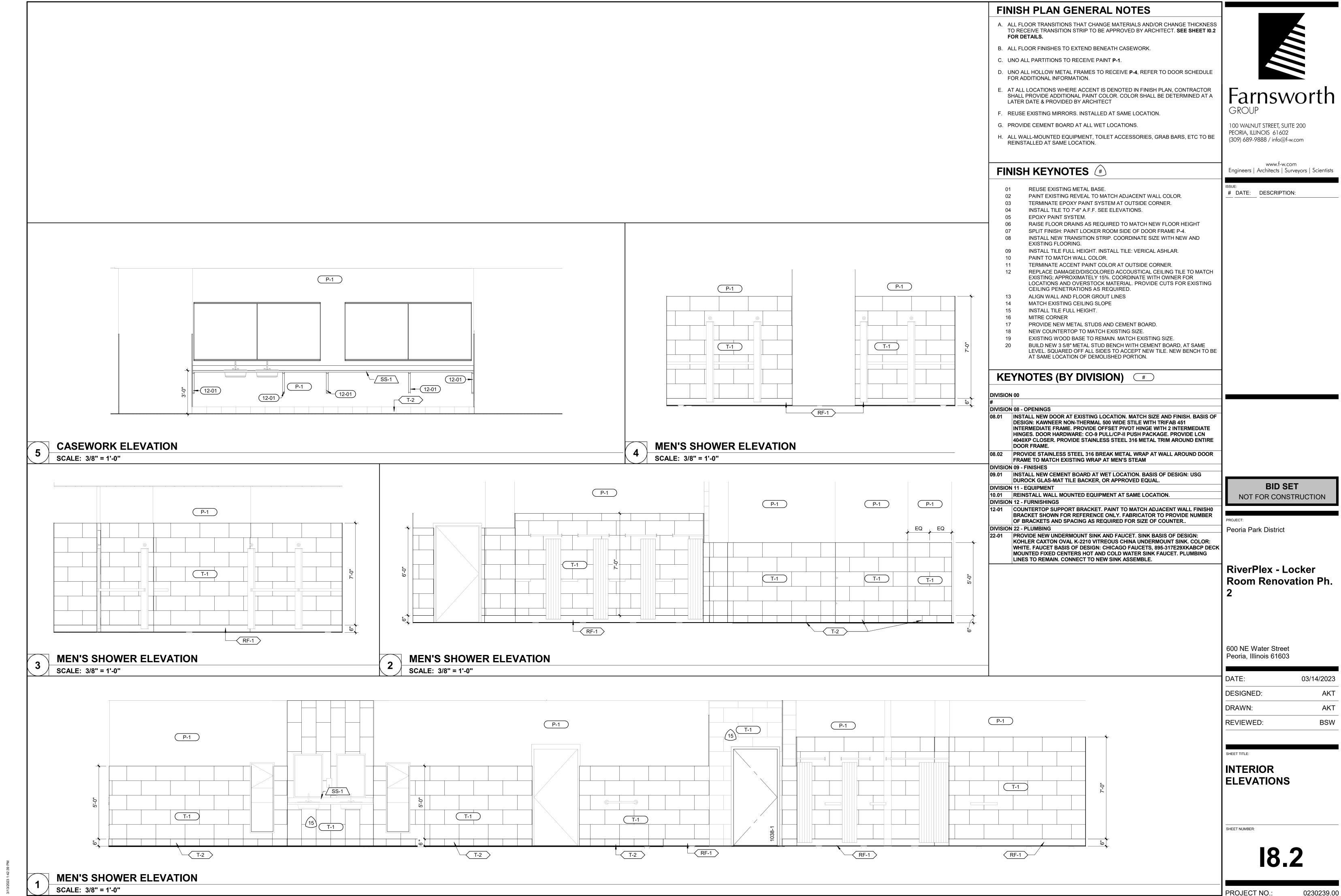
600 NE Water Street Peoria, Illinois 61603

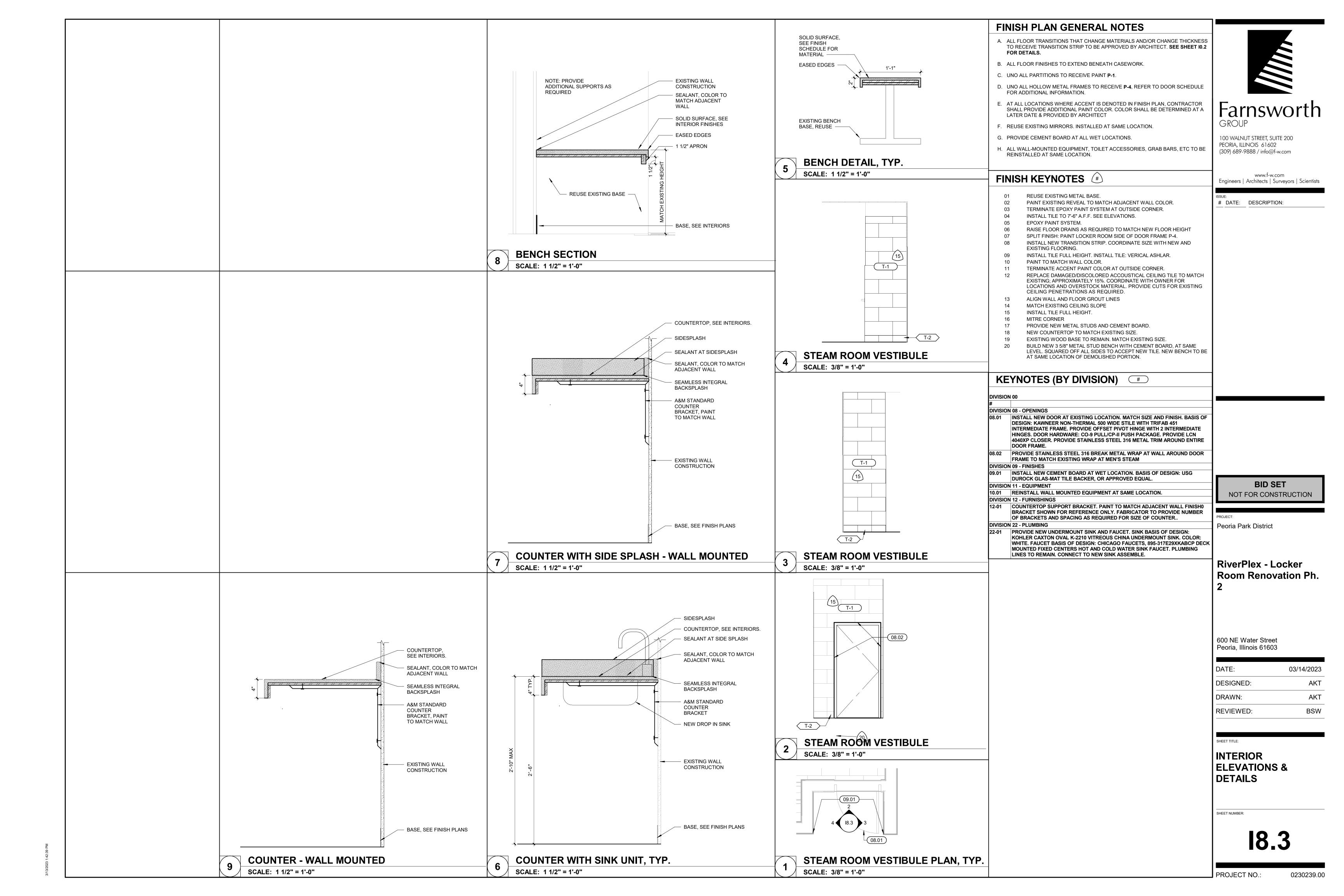
DATE:	03/14/2023
DESIGNED:	AKT
DRAWN:	AKT
REVIEWED:	BSW
	DESIGNED: DRAWN:

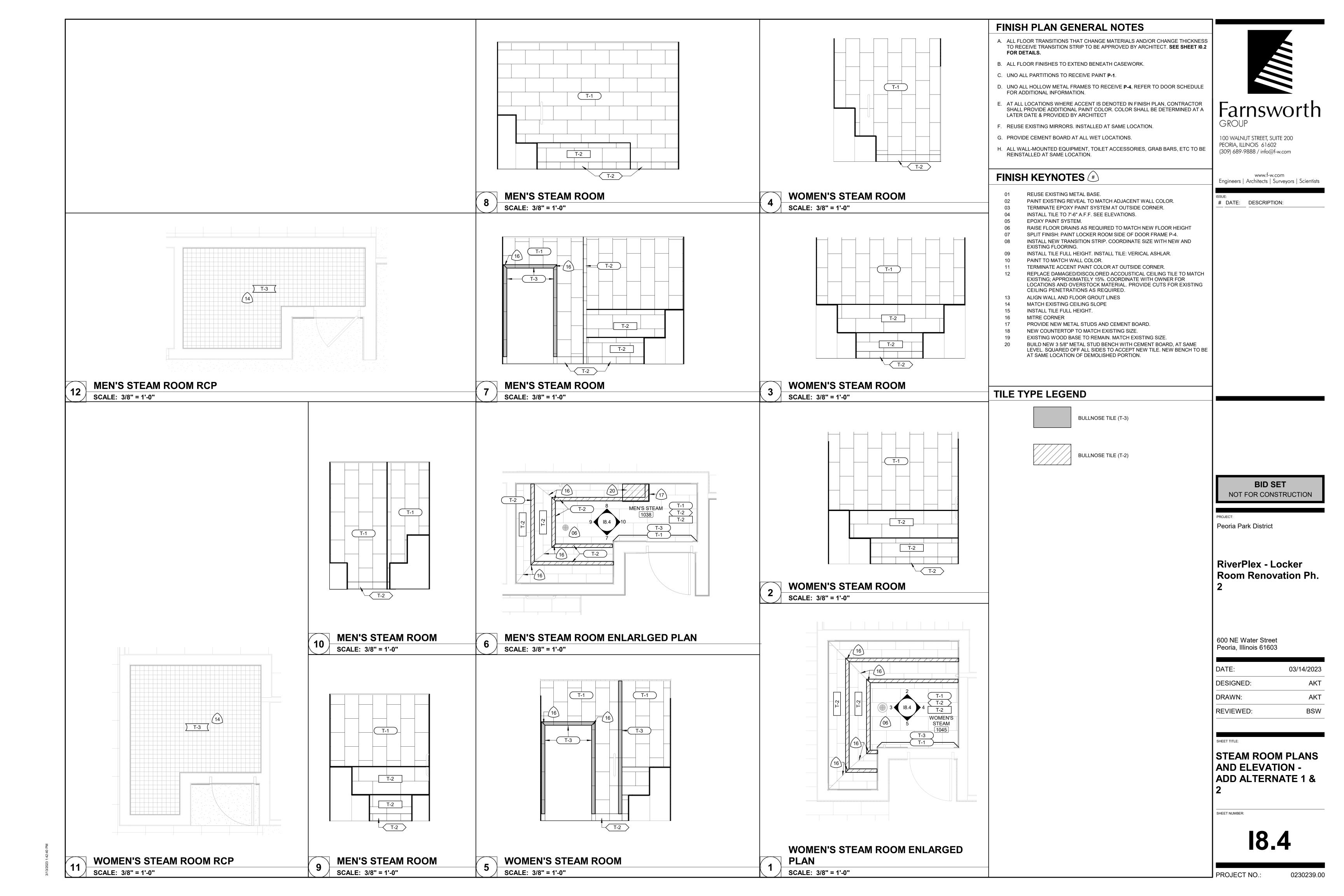
FIRST FLOOR FINISH PLAN

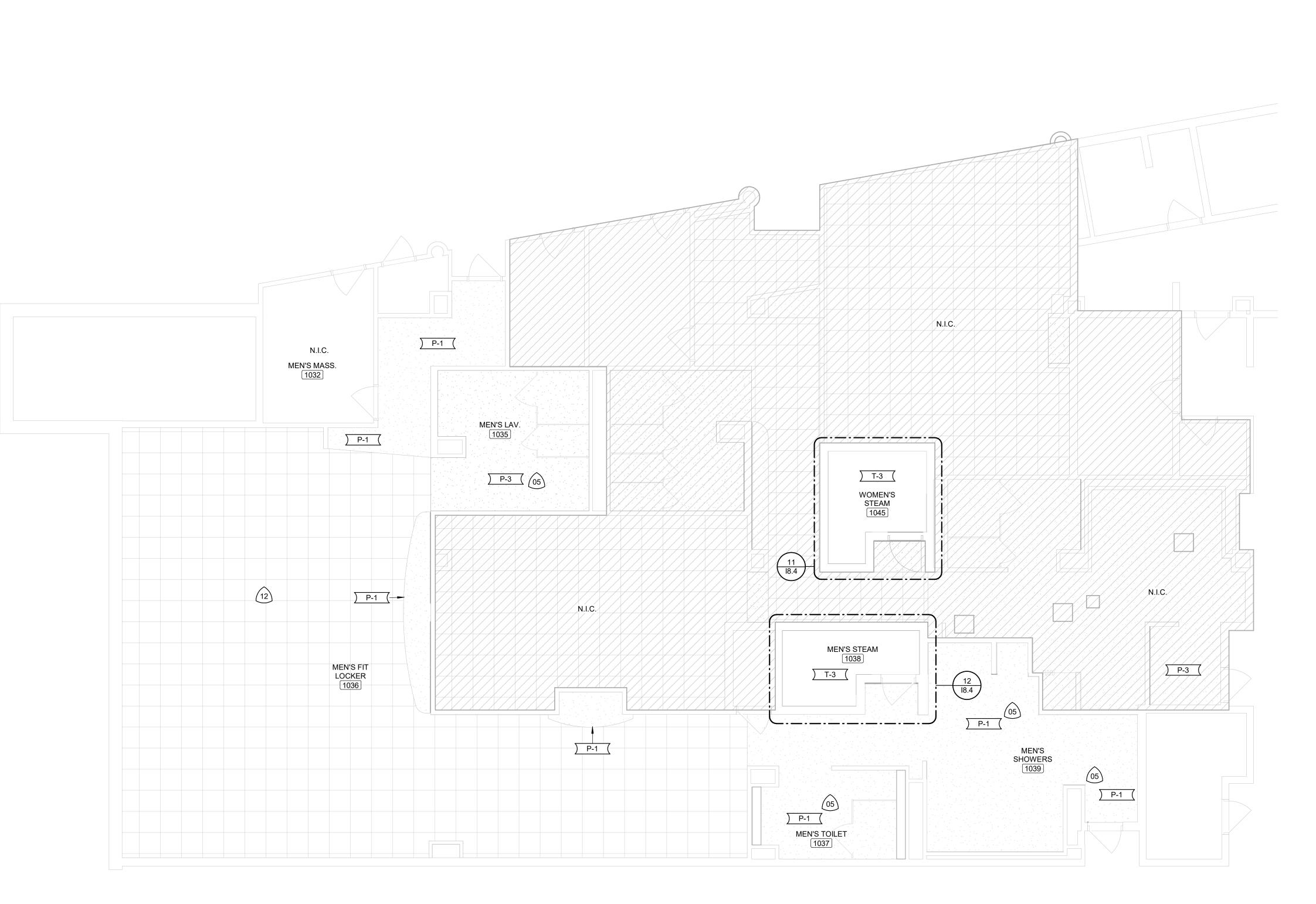
SHEET NUMBER:











# **CEILING FINISH PLAN GENERAL NOTES**

- A. UNO ALL GYP. AND EIFS CEILINGS SHALL BE P-3.
- B. REPLACE DAMAGED/DISCOLORED ACCOUSTICAL CEILING TILE TO MATCH EXISTING; APPROXIMATELY 15%. COORDINATE WITH OWNER FOR LOCATIONS AND OVERSTOCK MATERIAL. PROVIDE CUTS FOR EXISTING CEILING PENETRATIONS AS REQUIRED.

# FINISH KEYNOTES



- REUSE EXISTING METAL BASE.
- 02 PAINT EXISTING REVEAL TO MATCH ADJACENT WALL COLOR.
- 03 TERMINATE EPOXY PAINT SYSTEM AT OUTSIDE CORNER. INSTALL TILE TO 7'-6" A.F.F. SEE ELEVATIONS.
- 05 EPOXY PAINT SYSTEM.
  - RAISE FLOOR DRAINS AS REQUIRED TO MATCH NEW FLOOR HEIGHT SPLIT FINISH: PAINT LOCKER ROOM SIDE OF DOOR FRAME P-4.
- INSTALL NEW TRANSITION STRIP. COORDINATE SIZE WITH NEW AND EXISTING FLOORING.
- INSTALL TILE FULL HEIGHT. INSTALL TILE: VERICAL ASHLAR.
- PAINT TO MATCH WALL COLOR.
- TERMINATE ACCENT PAINT COLOR AT OUTSIDE CORNER.
- REPLACE DAMAGED/DISCOLORED ACCOUSTICAL CEILING TILE TO MATCH EXISTING; APPROXIMATELY 15%. COORDINATE WITH OWNER FOR LOCATIONS AND OVERSTOCK MATERIAL. PROVIDE CUTS FOR EXISTING CEILING PENETRATIONS AS REQUIRED.
  - ALIGN WALL AND FLOOR GROUT LINES
- MATCH EXISTING CEILING SLOPE INSTALL TILE FULL HEIGHT.
- MITRE CORNER
- 17 PROVIDE NEW METAL STUDS AND CEMENT BOARD. NEW COUNTERTOP TO MATCH EXISTING SIZE.
- EXISTING WOOD BASE TO REMAIN. MATCH EXISTING SIZE.

AT SAME LOCATION OF DEMOLISHED PORTION.

BUILD NEW 3 5/8" METAL STUD BENCH WITH CEMENT BOARD, AT SAME LEVEL. SQUARED OFF ALL SIDES TO ACCEPT NEW TILE. NEW BENCH TO BE

# KEYNOTES (BY DIVISION) #

# DIVISION 00

## **DIVISION 08 - OPENINGS**

# 08.01 INSTALL NEW DOOR AT EXISTING LOCATION. MATCH SIZE AND FINISH. BASIS OF

- DESIGN: KAWNEER NON-THERMAL 500 WIDE STILE WITH TRIFAB 451 INTERMEDIATE FRAME. PROVIDE OFFSET PIVOT HINGE WITH 2 INTERMEDIATE HINGES. DOOR HARDWARE: CO-9 PULL/CP-II PUSH PACKAGE. PROVIDE LCN 4040XP CLOSER. PROVIDE STAINLESS STEEL 316 METAL TRIM AROUND ENTIRE
- PROVIDE STAINLESS STEEL 316 BREAK METAL WRAP AT WALL AROUND DOOR FRAME TO MATCH EXISTING WRAP AT MEN'S STEAM
- **DIVISION 09 FINISHES** 09.01 INSTALL NEW CEMENT BOARD AT WET LOCATION. BASIS OF DESIGN: USG
- DUROCK GLAS-MAT TILE BACKER, OR APPROVED EQUAL. **DIVISION 11 - EQUIPMENT**
- 10.01 REINSTALL WALL MOUNTED EQUIPMENT AT SAME LOCATION.

REFLECTED CEILING PLAN LEGEND

) X-# (

GYP BOARD CEILING

PAINT FINISH

2X2 ACOUSTIC CEILING TILE

- **DIVISION 12 FURNISHINGS**
- 12-01 COUNTERTOP SUPPORT BRACKET. PAINT TO MATCH ADJACENT WALL FINISHO BRACKET SHOWN FOR REFERENCE ONLY. FABRICATOR TO PROVIDE NUMBER OF BRACKETS AND SPACING AS REQUIRED FOR SIZE OF COUNTER..
- **DIVISION 22 PLUMBING** 22-01 PROVIDE NEW UNDERMOUNT SINK AND FAUCET. SINK BASIS OF DESIGN: KOHLER CAXTON OVAL K-2210 VITREOUS CHINA UNDERMOUNT SINK. COLOR:

# WHITE. FAUCET BASIS OF DESIGN: CHICAGO FAUCETS, 895-317E29XKABCP DECK MOUNTED FIXED CENTERS HOT AND COLD WATER SINK FAUCET. PLUMBING LINES TO REMAIN. CONNECT TO NEW SINK ASSEMBLE.

Peoria Park District

# RiverPlex - Locker Room Renovation Ph.

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# DATE: DESCRIPTION:

PEORIA, ILLINOIS 61602

# 600 NE Water Street Peoria, Illinois 61603

DATE:	03/14/2023
DESIGNED:	AKT
DRAWN:	AKT
REVIEWED:	BSW

# FIRST FLOOR REFLECTED CEILING FINISH PLAN

SHEET NUMBER:

0230239.00

FIRST FLOOR REFLECTED CEILING PLAN SCALE: 3/16" = 1'-0"