

SPECIFICATIONS FOR

**CITY OF ST. CHARLES  
WEST PARKING STRUCTURE  
2019 MAINTENANCE REPAIRS**

RELEASED FOR BID MAY 30, 2019  
Project Number 31-8492.00

ST. CHARLES, ILLINOIS



**WALKER**  
CONSULTANTS



## Notice to Construction Service Providers

### WEST PARKING STRUCTURE – 2019 MAINTENANCE REPAIRS #1049

A **Formal Invitation to Bid** for the above work is posted on our city website: <https://www.stcharlesil.gov/bids-proposals>

**Brief Description:**

Maintenance repairs to the West Parking Structure. Work includes: concrete repairs, caulking removal & replacement, expansion joint replacement, traffic topping, sealer, pavement striping and other miscellaneous repairs.

**Targeted Timeframe (subject to change without notice)**

ITB published	<a href="https://www.stcharlesil.gov/bids-proposals">https://www.stcharlesil.gov/bids-proposals</a>	Thursday, May 30, 2019
MANDATORY Pre-bid Meeting/Site Visit	<a href="#">5th floor of Parking Deck - 100 Illinois Street</a>	Friday, June 7, 2019 @ 10:00AM
Questions due prior to 8:00am	<a href="mailto:Procurement@stcharlesil.gov">Procurement@stcharlesil.gov</a>	Monday, June 10, 2019
Responses to ITB due prior to 10:00am	reference sealed bid label	Thursday, June 13, 2019
There will be a public opening at the St. Charles City Hall: 2 E. Main Street, St. Charles, IL 60174		

**Bid Bond** of 10% is required with response.

**The Illinois Prevailing Wage Act (820 ILCS 130/ 0.01-12 )** will be applicable for this work.

**Service Period:**

July 1, 2019 – September 30, 2019 (3 months)

**Solicitation Document includes:**

Section 1: Notice to Construction Service Providers  
Instructions to Offerors for Construction Services  
Special Provisions for Construction Services  
**Requirements and Specifications and Exhibits**

Section 2: Response Documents  
Page 1: Response Cover Page  
Page 2: Response Signature Page  
Page 3: Response Cost Proposal Page  
Page 4: Certification of Compliance  
Page 5: **Construction Service Provider Response Requirements**  
Page 6: Customized Mailing Label for Sealed Submittal

Section 3: Award Document  
Exhibit A: Section 1 of the Solicitation Document and all Addenda  
Exhibit B: Awarded Offer Response and Clarification Documents  
Exhibit C: Insurance Requirements  
Exhibit D: Change Order Document

Exhibit E: Listing of Material Suppliers; Subcontractors, Consultants and Agents; and Waiver of Lien Instructions and forms

Exhibit F: Wages of Employees on Public Works Kane County and DuPage County; and, by reference, Prevailing Wage Act Language

# INSTRUCTIONS TO OFFERORS OF CONSTRUCTION SERVICES

Solicitations are open to all qualified businesses actively engaged in providing the materials, equipment, and construction related services specified and inferred. Active engagement will be verified via references.

## **SOLICITATION PROCESS**

### **Invitation to Bid:**

1. The City of St. Charles website, [www.StCharlesil.gov/bids-proposals](http://www.StCharlesil.gov/bids-proposals) is the official source for all documents related to this solicitation. The City is not responsible for documents distributed by any other source.
2. It is the responsibility of the Offeror to seek clarification of any requirement that may not be clear. Questions concerning this invitation shall be submitted via e-mail to [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov) by the last date for questions as reflected on the cover page of this document. Any clarification, correction or change in the solicitation documents will be made by published Addendum. Interpretations, corrections or changes to the solicitation documents made in any other manner will not be binding. All addenda will be published on the City's website at [www.StCharlesil.gov/bids-proposals](http://www.StCharlesil.gov/bids-proposals). It is up to the Offeror to check this site for the most current addendum.
3. Offerors shall acknowledge the receipt of any addendum in the spaces designated in Section 4: Response Documents.

### **The Cone of Silence:**

4. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
5. During the period beginning with the issuance of the solicitation document through the execution of the award document, Offerors are prohibited from all communications regarding this solicitation with City staff, City consultants, City agents, City legal counsel, or elected officials.
6. Any attempt by Offeror to influence a member or members of the aforementioned may be grounds to disqualify the Offeror from participation in this solicitation.

### **Exceptions to the Cone of Silence:**

7. Written communications directed to [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov)
8. All communications occurring at pre-bid meetings
9. Oral presentations during finalist interviews, negotiation proceedings, or site visits
10. Oral presentations before publicly noticed committee meetings
11. Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
12. Procurement of goods or services for Emergency situations

## **INVESTIGATION:**

13. It shall be the responsibility of the Offeror to make any and all investigations necessary to become thoroughly informed of what is required and specified in the solicitation.
  - a. If the site of the work is an area restricted from the general public, a specified pre-bid meeting will be provided for all potential Offerors to perform their inspection.
  - b. If the site of the work is an area open to the general public, the potential Offeror may perform their inspection at a time of their choosing.
14. Offeror shall inspect in detail the site of the proposed work and familiarize themselves with all the local conditions affecting the work and the detailed requirements of delivery, installation, or construction.
15. No plea of ignorance by the Offeror of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Offeror to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Offeror.

## **OFFERS:**

16. Offers must be structured as stated in the Special Provisions for Construction Services section of the Invitation to Bid.
17. Documents should not utilize binders, folders, tabs or papers larger than 8.5 X 11.

18. Delivery of an offer is acceptance of the St. Charles Agreement for Contracted Services (*attached*). Offers containing terms and conditions contrary to those specified may be considered non-responsive.
  - a. Exceptions to specifications, requirements, Terms and Conditions must be clearly identified in the space designated on page 1 of Section 4: Response Documents.
19. The City shall not accept an offer:
  - a. from a provider of construction services who is in arrears to the City or other government entity.
  - b. which is based upon any other offer, contract, or reference to any other document or numbers not included within these solicitation documents.

**Signatures as Offer:**

20. Under the conditions of the Uniform Commercial Code, the signing of the submittal by the Offeror constitutes an offer. If accepted by the City, the offer becomes part of the contract.
21. Offers by
  - a. Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
  - b. Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
  - c. Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

**Withdrawal of Offers:**

22. Offers may be withdrawn at any time prior to the scheduled opening or due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Division Manager at [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov) prior to the due date.
23. Offers may not be withdrawn after the due date without the approval of the Procurement Division Manager.
24. Negligence in preparing an offer confers no right of withdrawal after opening/due date.

**Timeframe and Consequences:**

25. Offers must be received before the designated time.
26. Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
27. Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

**Public Openings:**

28. Formal offers by sealed envelope will be publicly opened at the time and location stated. The Procurement Division Manager shall read the name of the Offeror, offered price, and note if deviations are stated. At the conclusion of the opening an *apparent* low offer will be announced.
  - a. All offers will be further reviewed for responsiveness/compliance, responsibility/contractor qualifications, and analysis of costs.
  - b. Award will be contingent on deviations, alternates, city budget, and approval by City Council.
29. Results of Openings will be published on the City's website [www.StCharlesil.gov/bids-proposals](http://www.StCharlesil.gov/bids-proposals) within three (3) business days of the opening.
30. Offerors are encouraged to attend all openings and to offer constructive suggestions for improvements to the solicitation process, to increase competition, and ways in which the City may achieve greater savings and increased transparency.
31. Despite the reading of offers at a public opening, if the offers are thence rejected and thus subject to rebid, the read results will not be published and will be exempt from FOIA requests.

**REQUIREMENTS**

**Brand Names or Equal:**

32. Specifications are prepared to describe the goods and services which the City deems to be in its best interests to meet its performance requirements. These specifications shall be considered the minimum standards expected of the contractor.
33. Specifications are not intended to exclude potential contractors. Any reference in the City's specifications to a brand name, manufacturer, trade name, catalog number or the like is descriptive, not restrictive, indicating materials that are satisfactory.
34. Consideration of other makes and models will be considered, provided the Offeror submits a request for pre-approval by the last date for questions as reflected on the cover page of this document. Offeror should state exactly what is proposed and attach a cut sheet, illustration or other descriptive matter which will clearly indicate the character of the item and how the items differ. A written response in the form of a public addendum will be published on the City's website, [www.StCharlesil.gov/bids-proposals](http://www.StCharlesil.gov/bids-proposals).
35. If an offer does not indicate deviations or alternatives to the requirements and specifications, the City interprets the offer as fully compliant.

**Deviations to Requirements and Alternate Offers:**

36. If the Offeror is unable to meet the minimum specifications of the preapproved products, yet believes their product/work will meet the needs of the city, the Offeror may submit an Alternate Bid inclusive of material specification sheets, performance data, or other documentation justifying consideration.
37. If an Offeror plans to submit multiple offers, each offer must be packaged separately and identified both, on the outer envelope sealed bid label, and on the cover page of the offer, in a way that can be differentiated from other offer(s).
38. The Procurement Division Manager reserves the right to make the final determination of compliance or whether any deviation or alternate is of an equivalent or better quality and which offer can best meet the needs of the City. Such determination shall be incorporated within the City's recommendation to award.

**Quantities:**

39. All quantities represent an estimate of the quantity of the work to be done and/or materials to be ordered. It is given as a basis for comparison of offers and to determine the awarding of the contract.
40. The City does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. The Offeror accepts that the quantities stated are estimates only and will not hold the City bound to said number.
41. The City reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of the City.

**Bid Bonds:**

42. The City may require a Bid Bond/Bid Deposit if so stated on the cover page.
43. Bid Bonds/Bid Deposits are typically ten percent (10%) of the full contract price unless depicted otherwise.
44. If a Bid Deposit (preferred), it shall be submitted with the formal offer and be in the form of a certified check or a bank cashier's check made payable to the City of St. Charles. Checks will be retained by the City until an award is fully executed, at which time the checks will be promptly returned to the unsuccessful Offerors.
  - a. The Bid Deposit check of the successful Offeror will be retained until the contract has been executed and all required documents, including a Performance Bond if requested, is received.
  - b. The Bid Deposit check of the successful Offeror shall be forfeited to the City in the event that the Offeror withdraws its offer, or neglects, refuses or is unable to enter into a contract.
45. If Offeror chooses to use a Bid Bond, the Bid Bond must be in compliance with all bond requirements mandated by the State of Illinois.

**Environmental Requirements:**

46. The City is committed to becoming a sustainable city that conserves its use of resources to optimize efficiency and minimize waste. The City is committed to provide services in an equitable manner for present and future generations.
47. Recycled Content Products: It is in the City's interest to purchase products with the highest recycled material

content feasible. The City requests that Offerors suggest recycled content products as pre-approved equivalent alternatives.

48. Recycled Packing Material: The City desires that all shipping containers/packing material for equipment, materials and supplies delivered to the City contain no less than the specified minimum EPA percentage requirements of post-consumer recycled content. Containers and packing material should show the recycled product logo and recycled content percentage information.
49. To help St. Charles become more sustainable, the Offerors sustainability policy, as well as green initiatives for this specific solicitation, may be requested for consideration in the evaluation of this solicitation.

**PRICE:**

50. The price offered shall remain firm throughout the duration of the contract.
51. Failure to record all requested breakdown of prices may result in disqualification. Unit price shall be shown for each unit specified. In case of mistake in extended price, unit price shall govern.
52. Price shall represent the entire cost of all requirements stated within the solicitation and contract. No subsequent claim will be recognized for any surcharges, add on costs, increase in material prices, cost indexes, wage scales, mobilizations, travel, fuel surcharges, freight costs, packaging or any other rates affecting the industry or this project.
53. Delivery of Goods:
  - a. Shipping of Goods shall be F.O.B. Destination, Freight Pre-paid and Allowed.
  - b. Deliver goods to: St. Charles Inventory Control; 200 Devereaux Way; St. Charles, IL; 60174
  - c. When applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer.
  - d. Advance notice of 48 hours is required by calling 630-377-4421.
  - e. Deliveries must occur between 7:00am - 3:30pm.

**For Projects Bid as Time and Material:**

54. Time, inclusive of but not limited to salaries, benefits, overtime, set-up, break-down, includes all costs associated with labor for this service.
55. Material, inclusive of but not limited to goods, components, equipment, includes all costs associated with all items necessary to complete this service.
  - a. Complete illustrative and technical data, drawings, and/or printed literature for the materials or equipment quoted should be included with the offer.
56. Overhead and Profit shall include all costs not covered under material or labor, such as fixed costs and taxes.

**Discounts:**

57. Discounts of less than thirty (30) days will be considered in the evaluation.
58. Where the net offer is equal to an offer with a discount deducted, the award shall be made to the net offer.
59. Discounts will be figured from the date of receipt of a proper invoice or the approval of the quality of the product received or service completed - whichever is later.
60. Offers will be evaluated on both thirty (30) days and discount pricing.

**Taxes:**

61. Unit prices shall not include any local, state or federal taxes.
62. The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated into the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
63. The City's Sales Tax Exemption Number is E9996- 0680-07.
64. The Contractor shall pay sales, consumer, use and other similar taxes.

**EVALUATION OF OFFERS**

**Receipt of One (or too few) offers**

65. If the City receives one or too few offers, as defined by the City, from a publicly broadcasted solicitation, the City

may reschedule the opening to a later date. The offers received will either be:

- a. returned unopened to the Offeror for re-submittal at the new due date and time, or
- b. if there are no changes in requirements, and pending agreement with the Offeror, held until the new due date and time

66. If the City does not receive any offers, from a publicly broadcasted solicitation, the City may negotiate with any interested parties.

#### **Evaluation Team**

67. An evaluation team will review all offers based on requirements. The evaluation team is composed of the Department Head, Project Manager, Procurement Division Manager and others as required.

#### **Determining Responsiveness of the Offer:**

68. Responsive Offers will be reviewed for compliance, and if compliant, will be deemed responsive.

69. Responsive offers are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation, inclusive of all requirements, compliant to all product specifications, able to meet delivery requirements, accepting of all contract terms and conditions.

70. The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division Manager.

#### **Determining Responsibility of the Offeror:**

71. The City reserves the right to determine the competence, the financial stability and the operational capacity, of any Offeror.

72. Responsible Offerors' Qualifications will be reviewed, and if qualified, will be deemed responsible.

a. The City reserves the right to determine the competence, the financial stability and the operational capacity, of any Offeror.

b. Upon request by the City, Offerors shall furnish evidence for the City to evaluate their resources and ability to provide the goods and services required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, listing of personnel's qualifications, certificates, licenses; listing of committed but not yet completed orders; financial statements; ...

c. Offeror may be required to submit samples of items within a specified timeframe and at no expense to the City. If not destroyed in testing, samples will be returned at the Supplier's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.

d. Offerors may be required to effect a demonstration of the item or service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.

e. Offerors may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Offeror.

i. The City will contact references to verify Offeror's ability and skill to perform the work required based on: past work of similar nature, quality of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' feedback on the contractor's character, integrity, and reputation for good judgment.

73. The City reserves the right to eliminate an Offeror who has not demonstrated the required years of service within the required specialty.

74. The City reserves the right to determine if any of the above or other information might hinder or influence the quality of the work specified, or impair the prompt completion of additional work such as future maintenance and service.

a. Past unsatisfactory performance is sufficient to justify a finding of non-responsibility.

b. Previous award of work does not guarantee future award(s).

75. If the city's evaluation yields a concern with the potentially recommended Offeror's ability, the City reserves the right to require a Performance Bond at no additional cost to the city.

#### **Cost**

76. Cost of offers deemed both Responsive and Responsible will be reviewed by the evaluation committee.

- a. When there is a Base Bid and Alternates, the low Offeror shall be the lowest responsive and responsible offer submitted for the Base Bid and Alternate A. If all Bids and Alternate A exceed the project budget, the city reserves the right to award to the Offeror presenting the best alternatives for the city.
- b. When there is a Base Bid and Options, the low Offeror shall be the lowest responsive and responsible offer submitted for the best combinations for the city.

#### **Waivers and Rejections of Offers:**

77. The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the offer. The City may conduct discussions with Offerors to further clarify the offer as may be necessary. Clarification and/or correction of the offer shall be effected by submission to [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov) of the corrected page of the offer with changes documented and signed. Receipt must be within 3 hours of request.
78. The City reserves the right to reject any or all offers for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which prices for some items are substantially out of proportion to comparable prices, materially unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals; poor quality or poor performance in past City contracts, and other reasons deemed important to the City.
79. The City reserves the right to accept or reject any offer in which the Offeror names a total price for all the work without breaking down requested costs such as, but not limited to, material costs, labor costs, overhead, profit, and project phases.
80. Multiple offers from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation.
81. Reasonable grounds for believing that an Offeror is interested in more than one offer may result in rejection of all offers in which the Offeror is interested. Any or all offers will be rejected if there is any reason for believing that collusion exists.
  - a. Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime contractors submitting an offer for work. However a subcontractor may not submit a proposal as a prime contractor, and a prime contractor may not submit a proposal as a subcontractor.
82. FOIA: If the City rejects all offers and concurrently provides notice of its intent to reissue the solicitation, the rejected offers remain exempt from FOIA requirements until such time as the City awards or rejects the reissued solicitation.

#### **Confidential Information**

83. Offerors may be required to provide evidence of financial viability. This may be a Dunn and Bradstreet Report, a financial statement prepared by a licensed Certified Public Accountant showing the Offeror's financial condition at the end of the past fiscal year, an annual report or similar.
84. Offerors may be required to provide other information which they consider proprietary and confidential, and if made known to the public, may affect their ability to compete in the marketplace. Said information will be subject to Illinois State FOIA requirements including the following exemptions:
  - a. (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
  - b. Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
85. \*\*\*Offerors considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

#### **Tie Bids:**

86. Should identical low, responsive and responsible submittals be received from two or more vendors, quality and service being equal, the city shall exercise one of the following tie breaking methods:

- a. Tie Bid (two suppliers; 1 local and the other non-local): The local vendor shall be recommended for award.
- b. Tie Bid (two suppliers – each non-local): The Procurement Division Manager, with a witness present, will flip a coin with heads representing the vendor whose name appears first in alphabetical order. If the toss is heads, said vendor will be recommended for award.
- c. Tie Bid (three or more suppliers): The Procurement Division Manager, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each vendor cut the cards. The vendor who cuts the highest card (with Ace high) shall be recommended for award.

## **AWARD**

87. The City endeavors to select the offer meeting the best interests of the City as stated by its City Council based on the totality of lawful considerations, price and other factors considered.
  - a. The City's determination of best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the city's inventory carrying costs, total cost of ownership factors such as transition costs, training costs, additional requirements such as spare parts and special tooling, ordering lead times, equipment maintenance costs, standardization, demands on project management resources, soft costs of contract management and items typically identified with and relating to a "Life Cycle Cost Analysis".
88. Award is based on the lowest responsive responsible offer; offering the lowest life-cycle cost; providing the best overall value to the City; and deemed most advantageous to the City, price and other factors considered.
89. The City reserves the right to award by item, part or portion of an item, group of items, in the aggregate, or to reject any and all offers in whole or in part according to the best interests of the City.
  - a. Offeror may restrict their offer to consideration in the aggregate by so stating on the proposal form, but must name a unit price on each item.

## **REQUIREMENTS IF AWARDED THE WORK:**

### **Contract**

90. The successful Offeror is required to enter into a contract with the City covering all matters set forth in the solicitation document, and addenda.
91. Contract must be fully executed by the offeror within ten (10) days of notice to award. Any delays will postpone staff's submittal for City Council approval.

### **Registration**

92. The successful Offeror, prior to the execution of the Purchase Order, or no later than 10 days after receipt of the contract, must be registered to do business in the State of Illinois.

### **Insurance:**

93. The successful Offeror will be required to carry insurance acceptable to the City. (Reference Contract Exhibit C).
94. Certificates of Insurance, Endorsements, and a Waiver of Subjugation must be submitted with the execution of the contract.
95. The Offerors obligation to purchase stated insurance cannot be waived by the city's action or inaction.

### **Bonds:**

96. The successful Offeror, if awarded by contract, may be required to provide a bond/bonds. Said bonds must be through a bonding company listed on the Department of the Treasury's Listing of Certified Companies [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm).
97. Surety must be in compliance with any bond requirements mandated by the State of Illinois.

### **Security Clearance:**

98. Background checks inclusive of finger printing may be required for contractors servicing secured areas. Contractors will submit a list of employees' names to the Project Manager who will coordinate background checks with the police department. Said list should include staff to cover absences or reassignment.
99. Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone

showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

100. The contractor shall be responsible for all personnel engaged in the work. Contractor must ensure that: said personnel have been completely and satisfactorily cleared by the City of St. Charles for work within secure areas; a sufficient amount of backup or relief personnel to cover absenteeism or replacement have been completely and satisfactorily cleared for work; equipment and personnel do not enter facilities except as required during the progress of the work.
101. The City reserves the right to request removal of any contractor's employee upon submitting proper justification should such action be considered necessary to the best interests of the City. Contractor is permitted to add/replace personnel with approved backup personnel, or reassign personnel already cleared by the City for work within secure areas. The City must be provided written notice prior to time of replacement.

**Audit:**

102. The successful Offeror may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

**PROTESTS:**

103. Any Offeror who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.
- a. Protests involving the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Division Manager no later than the last date for questions as reflected on the cover page of this document.
  - b. Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Division Manager no later than three business days after results are publicly posted.
104. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available); identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims) and recommendation for further action.
105. A person filing a notice of protest will be required; at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.
- a. If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Offeror filing the protest.
  - b. If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
106. Upon receipt of the notice of protest, the Procurement Division Manager shall stop the award process.
- a. The Procurement Division Manager will rule on the protest in writing within two business days from receipt of protest.
  - b. Appeals of the Procurement Division Manager's decision must be made in writing within two business days after receipt thereof and submitted to the City Administrator for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
  - c. The City Administrator's decision is final.

**OTHER ENTITY USE:**

107. Although this solicitation is specific to the City of St. Charles, Offerors have the option of allowing this offer, if

awarded by the City to the Offeror, to be available to other local entities and agencies within the Kane-DuPage-Cook-Will and Kendall Counties. If the successful Offeror and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.

108. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Offeror.

# Special Provisions for Construction Services

## **Part 1: REGARDING THE SOLICITATION PROCESS:**

### **A) Submittal Structure:**

- 1) Response Cover Page will be page 1 of your submittal (*attached*)
- 2) Response Signature Page will be page 2 of your submittal (*attached*)
- 3) Response Price Proposal Page will be page 3 of your submittal (*attached*)
- 4) Certification of Compliance will be page 4 of your submittal (*attached*)
- 5) Response Requirements (*attached*), and the requested attachments, will be page 5+ of your submittal
- 6) Submit all of the below in one sealed envelope identified with the enclosed label:
  - a. 1 original for Procurement
  - b. 1 original for Project Manager
  - c. 1 file copy via USB Flashdrive for Procurement identified with solicitation # and project name.
  - d. If your proposal includes confidential information as defined by FOIA (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7 provide
    1. 1 redacted original identified as REDACTED ORIGINAL
    2. 1 file copy on the same above USB Flashdrive, identifying file as REDACTED ORIGINAL

### **B) Construction Service Provider Response Requirements** (*reference Proposal Response Documents page 5*)

### **C) Cost Proposal – See Section 004310**

## **Part 2: REGARDING THE WORK**

### **D) The St. Charles Agreement for Construction Services** is attached for reference at the end of this document.

### **E) Contract Administration:**

- 1) A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
- 2) Once the "Work May Proceed" order is issued, the work will be turned over to the city's Project Manager.
  - a. The Project Manager's primary responsibility is to assure the city receives the construction services in accordance to the requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

### **F) Communications Plan:** The Construction Service Provider is required to provide the City's Project Manager with updates of the project inclusive of but not limited to: portion of work completed, assumptions, problems encountered... The updates can be in person or over the phone, at the discretion of the city.

### **G) Change Order Procedure:** The city reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

- 1) Issuance of a memo or verbal approval is not to be considered a Change Order and is not authorization to proceed.
- 2) Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion of services, renewal or any combination thereof.
- 3) Change orders will describe the city approved change(s), will refer to the construction service provider's recommended proposal for change, and will be signed by the city and the construction service provider prior to implementing the change.
- 4) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the proposal.
- 5) If the construction service provider's proposal is found to be satisfactory and in proper order, and both parties

agree upon cost or credit and timeframe for the change, the city will authorize the documented Change Order which will be confirmed as a contract amendment.

**H) Payment:**

- 1) Services shall be invoiced each month.
- 2) Authorization of payment requires receipt of construction service providers invoice, acceptance of services by Project Manager and receipt of other required paperwork.
- 3) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

**I) Service Issues:** The construction service provider shall not be reimbursed until services are compliant.

# Requirements and Specifications

See attached Specification, Exhibit G.

St. Charles Agreement for Construction Services West  
Parking Structure – 2019 maintenance Repairs #1049



**Customized Mailing Label For Sealed Submittal**

WEST PARKING STRUCTURE – 2019 MAINTENANCE REPAIRS #1049

- Cut along outer border and affix this mailing label to the envelope of your sealed submittal.
- Record your firm's name in the space provided.

	<b>Sealed Submittal</b>
	WEST PARKING STRUCTURE – 2019 MAINTENANCE REPAIRS #1049
<b>DUE: Thursday, June 13th Prior to: 10:00 AM</b>	
<b>FROM:</b>	
Firm Name	
<b>TO:</b>	
<b>Receptionist / City Hall City Of St Charles 2 East Main Street St Charles, Il 60174</b>	

# St. Charles Agreement for Construction Services West Parking Structure – 2019 Maintenance Repairs#1049

This agreement for construction services ("**Agreement**") has been awarded on \_\_\_\_\_, 20\_\_\_\_ by City Council / or / by City Administration and is between the City of St. Charles, an Illinois home rule municipal corporation ("**City**"), located at 2 East Main Street; St. Charles, Illinois 60174 and \_\_\_\_\_ a (Inc/LLC/Co/sole proprietorship) ("**Contractor**"), located at \_\_\_\_\_. City and Contractor are at times collectively referred to hereinafter as the "Parties."

## RECITALS

**Whereas**, the City issued an Invitation to Bid #1049 (**Solicitation**) for construction entitled "West Parking Structure – 2019 Maintenance Repairs" ("**Project**");

**Whereas**, the Contractor submitted an offer in response to the Solicitation and the Contractor represents that it is ready, willing and able to perform the project specified in the solicitation;

**Whereas**, the Offer was found to meet the City's requirements as specified in the solicitation;

**Whereas**, the City awarded the Contractor the Project, inclusive of options # \_\_\_\_\_ in a total amount not to exceed \$ \_\_\_\_\_; [Options not listed have not been awarded.]

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

## Article 1: Contract Documents

- A. **Incorporated Documents.** The Contract consists of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- a. The Work May Proceed document will be generated upon contract execution and City's Purchase Order distribution. The Work May Proceed document is incorporated as the first page of this Contract. The Purchase Order Number will become the identification number for all transactions during this fiscal year and must be referenced on all related documents, inclusive of invoices. **Work may not begin until issuance of the Work May Proceed.**
  - b. The City's Solicitation Package (minus the response pages and sample award documents), all addenda and any related documents is attached as **Exhibit A**
  - c. The Contractor's offer and all related documents is attached as **Exhibit B**
  - d. The City's Insurance Requirements and Sample Acord Certificate of Insurance is attached as **Exhibit C**
  - e. Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**
  - f. Listing of Material Suppliers; Subcontractors, Consultants and Agents; and Waiver of Lien Instructions and forms are attached as **Exhibit E**
  - g. Wages of Employees on Public Works is attached as **Exhibit F**
    - i. Prevailing Wage Act FAQ by the Illinois Department of labor are incorporated herein by reference and can be found at <https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>
    - ii. Prevailing Wage Act, 820 ILCS 103/.01 et seq. is incorporated herein by reference and can be found at <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2405&ChapAct=820%26nbsp%3bILCS%26nbsp%3b130/&ChapterID=68&ChapterName=EMPLOYMENT&ActName=Prevailing+Wage+Act>.

- B. **Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

## **Article 2: Services Contracted**

- A. **Scope of Services.** Contractor shall provide awarded Services in accordance with the Project Requirements stated within the City's Solicitation [**Exhibit A**], and the Offer submitted by the Contractor [**Exhibit B**].
- a. **Truthful and Accurate.** Contractor represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
  - b. **Necessary Documentation.** Contractor acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits and other information and reports.
- B. **Status of Independent Contractor.** Both City and Contractor agree that Contractor will act as an Independent Contractor in the performance of the Project. Accordingly, the Independent Contractor shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Contractor's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Contractor further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Contractor is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Contractor specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Contractor, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Contractor complies with the terms of this Contract.

## **Article 3: Term**

- A. **Term.** This Contract **commences on July 1, 2019 and terminates on September 30, 2019**. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.
- B. **Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Contractor's principal or Contractor's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Contractor for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Contractor shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:
- a. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Contractor is grounds for termination of the Contract. The City will notify the Contractor in writing with a 24 hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Contractor, the City has the authority to contract with an alternate contractor to complete this Contract. The Contractor shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate contractor, including any loss due to alternate contractor compensation. The City may deduct expenses and loss, due to breach, from payment to the Contractor for services already performed. Failure to deduct expenses and losses from the City's payment to the Contractor does not relieve the contractor from the Terms of this condition nor bar the City from seeking alternative legal remedies.
  - b. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Contractor with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual

obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Contractor has commenced, the termination date controls the final invoice by the Contractor for previous services under this Contract. The termination date controls all payment obligations of the City to the Contractor. Payment by the City to the Contractor upon termination for unappropriated funds constitutes full satisfaction for construction rendered.

- c. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the contractor with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Contractor for previous services under this Contract. The termination date controls all payment obligations of the City to the Contractor. Payment by the City to the Contractor upon termination for convenience constitutes full satisfaction for construction services rendered.
- d. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, “Act of God”, act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.

- C. **Liquidated Damages.** Time is of the essence in the performance of all the terms and conditions of this Contract. Failure to meet stated terms may result in Liquidated Damages in the amount of ???
- D. **Stop Work.** The City may, at any time by written order, require the Contractor to stop all or part of the services required by this contract. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

#### Article 4: Compensation

- A. **Price.** The City shall pay the Contractor for services in accordance with the amounts set forth in the Offer. [Exhibit B] The maximum price as stated on page 1 may not be increased unless the City’s Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form [Exhibit D], and shall be attached as an amendment to this Contract.
- B. **Invoicing.** Contractor shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule making explicit the percentage of completion of services as of the date of the invoice; certified payroll; waivers of lien; packing slips; work orders; and supplier’s invoices to justify material mark-up.
- C. **Invoice Submittals.** All invoices must be submitted directly to [AccountsPayable@stcharlesil.gov](mailto:AccountsPayable@stcharlesil.gov) and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.
- D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt payment Act or Contractor’s invoice, whichever is more favorable to the City.
  - a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council’s approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
  - b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Contractor’s final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

#### Article 5: Duties

- A. **Consent and Approvals.** The City and the Contractor represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. **Insurance.** The Contractor performing work shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified and under the terms stipulated in **Exhibit C**.
- a. The Contractor shall not allow any subcontractor to commence work on this project until the same insurance has been obtained by the subcontractor and the contractor is in receipt of an approved Certificate of Insurance. The Contractor and their Subcontractors shall maintain all insurance for not less than one (1) year after completion of this contract.
- C. **Standard of Performance.** Contractor warrants that the service provided, under the fully incorporated Contract, by the Contractor and any and all employees, subcontractors, consultants, or agents is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Contractor and its employees, subcontractors, consultants, or agents shall perform in strict compliance with the laws and regulations of the City, State, and federal government.
- D. **Best Efforts.** The Contractor shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Contractor shall remain solely responsible for the professional and technical accuracy of all construction and deliverables furnished, whether such service is rendered by the material suppliers, fabricators, subcontractors, consultants or agents. The Contractor is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to construction. Any change to the character, form, quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit D**], and attached as an addendum to this Contract.
- E. **Non-disclosure.** The Contractor, its employees, subcontractors, consultants, or agents may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Contractor shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. **No Duty.** The Contractor shall not imply any authority to act as an agent of the City. The Contractor's duties to the City are limited by express authorization under this Contract and by statute.
- G. **Hold Harmless and Indemnification.**
- a. **Patents and Copyrights.** Contractor warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Contractor shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Contractor will, upon request of the City and at the Contractor's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Contractor.
- b. **Loss and Liability.** The Contractor shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, consultant, or contractor hired to provide any goods or perform any services on behalf of the Contractor.

## Article 6: Policies

- A. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Contractor agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers possession.
- a. **Timeliness.** The Contractor shall provide the requested public records to the City within two (2) business days of the City's request.
  - b. **Free of Charge.** The Contractor agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
  - c. **Hold Harmless.** Should the Contractor deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Contractor agrees to pay any and all costs connected with the defense of the Contractor's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Contractor agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.
- B. **Suppliers and Subcontractors.** The contractor may subcontract portions of the materials and work.
- a. These Material Suppliers and Subcontractors, Consultants, and Agents shall conform, in all respects, to the applicable provisions specified, inclusive but not limited to, insurance requirements and prevailing wage.
  - b. The Contractor shall provide to the City a full listing of the Contractor's Material Suppliers, Subcontractors, Consultants, and Agents, including the corresponding Project value of each, on a City Material Suppliers, Subcontractors, Consultants, and Agents Form attached as an addendum to this Contract. [**Exhibit E**]
  - c. Material Suppliers, Subcontractors, Consultants, and Agents may not be transferred to any other party or parties without the written consent of the City.
  - d. Any request for payment to the Material Suppliers, Subcontractors, Consultants, and Agents for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.
- C. **Prevailing Wage.** When applicable to a public project, the Contractor shall comply with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("Act"). Both the City and the Contractor agree that the Contractor has the sole responsibility to procure legal counsel with respect to any Contractor or subcontractor question regarding the Act. [**Exhibit F**]
- a. **Provisions.** Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract; the submission of certified monthly payroll reports are required per 820 ILCS 130/5.
  - b. **Virtual Attachment.**
    - i. Act provisions are attached in the "Prevailing Wage Act FAQ" by the Illinois Department of Labor at <https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>
    - ii. <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2405&ChapAct=820%26nbsp%3bILCS%26nbsp%3b130/&ChapterID=68&ChapterName=EMPLOYMENT&ActName=Prevailing+Wage+Act>
    - iii. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane and the County of DuPage are available at <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision.
    - iv. Failure on the part of Contractor or its subcontractor to access the attachments does not relieve the Contractor or its subcontractor from strict adherence to the Act and all of its Codified provisions.
  - c. **Subcontractor.** Contractor is responsible for all subcontractor compliance with the Act, pursuant to this Contract.

- d. **Certified Payroll.** Contractor and its subcontractors shall submit certified payroll records pursuant to the Act. Certified payroll records shall be attached and transmitted with the appropriate invoice to [AccountsPayable@stcharlesil.gov](mailto:AccountsPayable@stcharlesil.gov). The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the Contractor until compliance with the reporting requirements is achieved.

**D. Discrimination Prohibited.**

- a. **Equal Employment Opportunity.** Contractor shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
- b. **ADA.** Contractor shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

**Article 7: Changes to Contract**

- A. **Changes and Alterations.** Any changes or alterations to this Project, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors; shall be integrated in writing on a City of St. Charles Change Order form. [Exhibit D]
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Contractor either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. **Assignment.** Contractor shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Contract shall be made as follows:

- a. **If to the City**

City of St. Charles  
Attn: Procurement Division Manager  
2 East Main Street  
St. Charles, IL 60174  
Fax: 630.377.4487  
Email: [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov)  
Phone: 630.762.6936

- If to the Contractor**

- b. **With electronic copies to**

Purchasing Division Manager: [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov)  
Project Manager: AJ Reineking; Public Works Manager; [areineking@stcharlesil.gov](mailto:areineking@stcharlesil.gov)

**Article 8: Applicability**

- A. **Other Entity Use.** The Contractor may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar project services under the same or more favorable price, terms and conditions.
- B. **Waiver.** Any failure of either the City or the Contractor to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.
- C. **Severability.** If any provision of this Contractor is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. **Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16<sup>th</sup> Judicial Circuit, Kane County, Illinois.
- E. **Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Contractor.

**For: City of St. Charles**

By: \_\_\_\_\_  
Project Manager - AJ Reineking

ATTEST \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
Joan M. Schouten; Procurement Division Manager

**For: Professional Service Provider**

*If an Individual*

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

\_\_\_\_\_  
Title

*If a Partnership*

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

\_\_\_\_\_  
Title

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

*If a Corporation*

By: \_\_\_\_\_  
Signature of person authorized to sign

\_\_\_\_\_  
Title

ATTEST \_\_\_\_\_

*If a Joint Venture*

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

DATE \_\_\_\_\_

Prior to commencement of work governed by contract between the City of St. Charles (**City**) and the Construction Contractor (**Insured**), the Construction Contractor and each of its subcontractors, consultants and agents hired to perform the work for the Project, shall provide the City with satisfactory evidence of insurance coverage.

1. At Insured's expense, Insured shall hereby secure and maintain project insurance of the following kinds and limits set forth to protect the City from and against any and all damages, claims, lawsuits and losses which may occur or arise out of the Insured's work on behalf of the City. The project Insurance shall remain in effect throughout the duration of the entire Contract.
2. Insured shall furnish Certificates of Insurance, Endorsements, and Waiver of Subrogation to the City, inclusive of the Additional Insureds, with its submittal of signed contract.
  - a. Worker's Compensation and General Liability Waiver of Subrogation in favor of the City.
3. All insurance policies must be written with insurance companies approved by the City, licensed to do business in the State of Illinois, and have a rating of not less than A- VI, according to the latest edition of the A.M. Best Company.
4. The City may inspect any and all policies of insurance at any time. If requested, Insured will give the City a copy of the insurance policies. The policies must be delivered to the City within two (2) business days of the request.
5. Insured agrees to obtain and maintain an insurance policy, including coverage with limits not less than those exhibited on the following page (or greater if required by law):
  - a. All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendor's Liability coverage.
  - b. Contractual and other Liability Insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the city from supervising or inspecting the project to the end result. The Construction Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
6. The City reserves the right to increase the aforementioned limits of Liability Insurance required of insured depending on, but not limited to: the size and scope of the particular project, or the level of financial exposure, or operational risk to the City.
7. Insured shall include the City of t. Charles as a primary, non-contributory additional named insured on both the General and Auto Liability Insurance policies and reflect the same language on its Certificate of Insurance provided to the City.
  - a. Additional Insured and Broad Form Vendors' Liability in favor of the City.

If Insured fails to comply with the insurance requirements contained herein, all the City's obligations under the Contract will terminate.





**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED  <b>Sample</b>	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	Policy Number	eff date	exp date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	X	Policy Number	eff date	exp date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
X	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Policy Number	eff date	exp date	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A X	Policy Number	eff date	exp date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
	<b>Contractors Pollution Professional Liability</b>		Policy Number	eff date	exp date	Limit: 1,000,000
			Policy Number	eff date	exp date	Limit: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Project Name, Project Number  
 The City of St. Charles and any official, trustee, director, officer or employee of the City (plus holder or mortgagee as designated by the City), are added as Additional Insureds, when required by written contract, on the General Liability and Auto Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project. A Waiver of Subrogation in favor of the Additional Insureds applies to the Workers' Compensation and General Liability policies, when required by written contract and where allowed by law. The General Liability policy shall not contain exclusions for bodily injury or property damage arising out of Explosion Hazard, Collapse Hazard, or Underground Hazard work. The Umbrella must follow form over the underlying liability with regards to coverage terms and conditions, Additional Insured, and Waiver of Subrogation.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of St. Charles 2 E. Main St. St. Charles, IL 60174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right; font-size: 1.2em;">Signature</div>



**CHANGE ORDER: WEST PARKING STRUCTURE – 2019 MAINTENANCE REPAIRS Exhibit D**

**Contract #1049 PO# \_\_\_\_\_ Amendment # \_\_\_\_\_**

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

**1. This Change Order is required due to** (check all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Changed / Unforeseen Condition | <input type="checkbox"/> Errors and Omissions            |
| <input type="checkbox"/> Change in Scope                | <input type="checkbox"/> Renewal / Extension of Services |
| <input type="checkbox"/>                                |  |

**2. The effect of this change is** (check all that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> Total Cost is increased by \$ _____      | <input type="checkbox"/> Extension of _____ (calendar / work) days        |
| <input type="checkbox"/> Material is increased by \$ _____        | <input type="checkbox"/> Extension of Completion Date from _____ to _____ |
| <input type="checkbox"/> Emergency Change, not to exceed \$ _____ |   |
| <input type="checkbox"/>  |   |

**3. Attachments Supporting Change Order** (check all that apply)

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Contractor's Proposal                                 | <input type="checkbox"/> other: _____ |
| <input type="checkbox"/> Description of Change (include Drawing if applicable) |                                       |

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ _____	<b>a</b>	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	<b>b</b>	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ _____	<b>c</b>	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* $d=(b+c)$	\$ _____	<b>d</b>	New Time of Completion inclusive of this Change Order $d=(b+c)$ _____
Cumulative Price change since execution* $e=(d-a)$	\$ _____	<b>e</b>	Cumulative Time of completion since execution (expressed as total days)** $e=(d-a)$ _____
*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required. *If the cumulative price change (e) exceeds 10% or \$25,000, or exceeds an approved contingency, council approval is required.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? <b>No</b>	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

For Office Use Only

City Project Manager \_\_\_\_\_ date \_\_\_\_\_

Contractor/Professional Service Provider \_\_\_\_\_ date \_\_\_\_\_

## Listing of Material Suppliers

Item: _____	Supplier: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____
Item: _____	Supplier: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____
Item: _____	Supplier: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____
Item: _____	Supplier: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____

I will not be using any Material Suppliers for this Project.

## Listing of Subcontractors, Consultants, and Agents

Service: _____	Company Name: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____
Service: _____	Company Name: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____
Service: _____	Company Name: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____
Service: _____	Company Name: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____

I will not be using any Subcontractors, Consultants, and Agents for this Project.

## Waiver and Affidavit Instructions

---

The following information is being provided in an effort to minimize the delays caused by incomplete or improperly completed waivers or contractor's affidavit forms.

The Partial Waiver form is a Waiver of Lien to Date and a Contractor's Affidavit. The Final Waiver form is a Final Waiver of Lien and a Contractor's Affidavit.

You must complete and sign both the waiver section and the affidavit section on each form before you submit the form. The signature on the affidavit section of the form must be notarized.

### Waiver of Lien

---

1. Enter Freedom Title Corporation file number, if known.
2. Enter the name of the party you contracted with for the service to be performed. Review your contract for correct name, if necessary.
3. Enter the service or materials you agreed to perform or supply (type of work).
4. Enter the complete street address or a sufficient legal description to identify the property, if vacant.
5. Enter the name of the record owner of the property.
6. Enter the dollar amount of this payment, spelled out in words.
7. Enter the same dollar amount of this payment, written in numbers.
8. Date the waiver.
9. Enter the name and address of your company or business; sign the waiver and state your title (i.e. owner, president, partner, etc.)

### Contractor's Affidavit

---

1. Enter your name.
2. Identify your position held in the company (i.e., owner, president, partner, etc.)
3. Enter your company or business name.
4. Enter the service or materials you agreed to perform or supply (type of work).
5. Enter the complete street address or a sufficient legal description to identify the property, if vacant.
6. Enter the name of the record owner of the property.
7. Enter the total contract amount, written in numbers, INCLUDING ALL EXTRAS AND CHANGE ORDERS, BOTH ORAL AND WRITTEN.
8. Enter the total amount of all payments you previously received, written in numbers. If you previously received nothing, use "0".
9. Identify all subcontractors and materialmen with whom your company has contracted for labor, materials, or supplies for the project.

**For Each Subcontractor Or Materialman Listed:**

- A. Describe the type of work performed or the materials supplied by the sub-contractor or materialman.
- B. Enter the total amount of the subcontract, including change orders, both oral and written.
- C. Enter the total amount of all payments previously made to the subcontractor or materialman, and attach waivers for those payments;
- D. Enter the total amount of the current payment to the subcontractor or materialman, and attach a waiver for the payment;
- E. Enter the balance due under the subcontract; and total columns.

**If There Are No Materialmen Hired**, because all materials were taken from fully paid stock, the following statement must be made:

"My suppliers are: Name \_\_\_\_\_ Address \_\_\_\_\_.

All material was withdrawn from fully paid stock and delivered to job site in my/our own truck." **If There Are No Subcontractors For Labor Hired**, then the following statement must be made "All labor is paid."

10. Date the affidavit.
11. Sign the affidavit.
12. Have a notary date, sign and seal the affidavit.





# St. Charles Agreement for Construction Services

This contract may be subject to the "Prevailing Wage Act," 820 ILCS 130/.01 et seq. ("The Act").

**Applicability.** It shall be the responsibility of the contractor to determine whether the Act is applicable and if so to comply with all its terms and conditions.

1. Any contractor having a question as to whether the Act is applicable shall refer to the IDOL website Prevailing Wage Act FAQ and/or consult with their own attorney to ascertain applicability. The City shall not have any duty to inform the contractor of the Acts applicability.
2. If however the City informs the contractor that the Act is applicable it shall be the contractor's obligation to comply with all its terms and conditions unless the contractor can establish to the satisfaction of the City that the Act is inapplicable.
3. If it is determined that The Act applies to this contract, all contractors and subcontractors subject to its terms shall comply with all of its provisions, including, but not limited to the following:
  - A. Not less than the prevailing rate of wages as defined by the Illinois Department of Labor or determined by a court of review shall be paid to all laborers, workers and mechanics performing work under this contract.
  - B. The Prevailing Wage rates are applicable to the County in which the project is located. The City resides in Kane County and DuPage County. Work performed in each county must be paid per said county's rates.
  - C. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply.
  - D. The contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day.
  - E. The contractor shall:
    - a. Submit certified payroll with each applicable project invoice.
    - b. The certified payroll shall consist of a complete copy of the records identified above in **letter D**.
    - c. The certified payroll shall be accompanied by a statement signed by the contractor which avers that:
      - i. such records are true and accurate;
      - ii. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages for the appropriate County required by this Act; and
      - iii. the contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
  - F. **Bonds.** In all contractors' bonds the contractor shall include a provision that will guarantee the faithful performance of the prevailing wage clause provided by this contract.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified above in **letter D** to the City, its officers and agents, and to the Director of the State of Illinois Department of Labor and his deputies and agents.

**SECTION 000110 – TABLE OF CONTENTS**

**DIVISION 00 – PROCUREMENT AND CONTRACTING AGREEMENTS**

**INTRODUCTORY INFORMATION**

	Formal Invitation to Bid – City of St. Charles
004100	Bid Forms
004310	Procurement Form Supplements
005000	Contractor Qualification Statement
007200	General Conditions
007300	Supplementary Conditions

**DIVISION 01 - GENERAL REQUIREMENTS**

011110	Summary of Work
012200	Unit Prices
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014500	Quality Control
015000	Temporary Facilities and Controls
017300	Execution
017423	Final Cleaning
017700	Closeout Procedures
017836	Warranties

**DIVISION 02 – EXISTING CONDITIONS**

020010	Work Items
025130	General Concrete Surface Preparation
025140	Surface Preparation for Patching

**DIVISION 03 – CONCRETE**

033713	Shotcrete
033750	Latex Modified Concrete and Mortar
033760	Trowel Applied Mortar

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

071800	Traffic Coating
071810	Epoxy Broadcast Overlay System
071900	Water Repellents
079233	Concrete Joint Sealants
079500	Expansion Joint Assemblies

**DIVISION 09 – FINISHES**

099120      Pavement Marking

**END OF TABLE OF CONTENTS**

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Name of Bidder \_\_\_\_\_

**SECTION 004100 - BID FORMS**

**30.1 INSTRUCTIONS**

Submit Bids on this Bid Form in accordance with Instructions to Bidders.

**30.2 BID FORM**

**PART 1 - TERMS OF BID**

PROJECT IDENTIFICATION:

**West Parking Structure  
2019 Maintenance Repairs**

CONTRACT IDENTIFICATION AND NUMBER:

**Walker Consultants  
Project No. 31-8492.00**

THIS BID IS SUBMITTED TO:

**City of St. Charles  
Two East Main Street  
St. Charles, IL 60174**

- A. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in form included in Contract Documents to complete all Work as specified or indicated in Contract Documents for Contract Price and within Contract Time indicated in this Bid and in accordance with Contract Documents.
- B. BIDDER accepts all of terms and conditions of Instructions to Bidders, including without limitation those dealing with disposition of Bid Security. BIDDER will sign Agreement and submit Contract Security and other documents required by Contract Documents within 15 days after date of OWNER's Notice of Award. This Bid will remain open for 60 days after day of Bid opening.
- C. In submitting this Bid, BIDDER represents, as more fully set forth in Agreement, that:

Name of Bidder \_\_\_\_\_

1. BIDDER has examined copies of all Contract Documents and of following addenda:

Date	Number
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of Advertisement or Invitation to Bid or Instructions to Bidders.

2. BIDDER has examined site and locality where Work is to be performed, legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, progress or performance of Work and has made such independent investigations as BIDDER deems necessary.
3. This Bid is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly induced or solicited any other Bidder to submit false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and
4. BIDDER agrees that Work Item quantities are estimates and that OWNER may increase or decrease these quantities at unit prices stated, so long as increases or decreases in Base Bid do not exceed 25% of Base Bid price. Increases or decreases beyond these limits shall be in accordance with Supplementary Conditions, Section 007300.
5. BIDDER agrees that all alterations or additions to Work shall be performed in accordance with paragraph "Changes" and/or "Construction Change Directives" under Section "Supplementary Conditions."
6. OWNER reserves right to delete any section of Work.
- D. BIDDER agrees that Work shall be completed in a timely fashion according to the proposed schedule laid out.
- E. BIDDER will complete Work for following price based on unit prices stated in Section 004310:

LUMP SUM CONTRACT PRICE \_\_\_\_\_  
(use words)

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(figures)

Name of Bidder \_\_\_\_\_

- F. BIDDER will complete Work for the prices shown in Section "List of Unit Prices."
- G. Communications concerning this Bid shall be addressed to: (BIDDER to provide bidder's name, address, telephone number and name of individual familiar with this Bid and able and authorized to answer questions regarding this Bid.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- H. Terms used in this Bid which are defined in General Conditions of Construction Contract included as part of Contract Documents have meanings assigned to them in General Conditions.

SUBMITTED ON \_\_\_\_\_ , 20 19

**PART 2 - ATTACHMENTS**

Following documents are attached to and made condition of this Bid, unless noted otherwise:

- A. Bid Bond.
- B. List of Unit Prices.
- C. Contractor Qualification Statement for Restoration Work.
- D. Insurance Certificates
- E. Non-Collusion Affidavit.

Name of Bidder \_\_\_\_\_

**PART 3 - SIGNATURES**

If BIDDER is:

**A Partnership**

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

**(Corporate Seal)**

Attest \_\_\_\_\_  
(Secretary)

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

**END OF SECTION 004100**

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Name of Bidder \_\_\_\_\_

**SECTION 004310 – PROCUREMENT FORM SUPPLEMENTS**

**41.1 LIST OF UNIT PRICES**

**WEST PARKING STRUCTURE**

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
<b>PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS</b>					
<b>1.0</b>	<b>General Requirements</b>				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores	L.S.	1		
1.1.4	Concrete Reinforcement				
1.1.5	Temporary Signage				
<b>3.0</b>	<b>Concrete Floor Repair</b>				
3.1	Floor Repair	S.F.	300		
3.1.1	Floor Repair w/Traffic Topping	L.F.	25		
3.5	Floor Repair – Lifting Loop	EA.	20		
<b>6.0</b>	<b>Concrete Column Repair</b>				
6.1	Column Repair	S.F.	4		
<b>8.0</b>	<b>Precast Tee Beam Repair</b>				
8.4	Tee Flange Repair	S.F.	8		
<b>10.0</b>	<b>Expansion Joint Repair and Replacement</b>				
10.3	Expansion Joint – Elastomeric	L.F.	60		
10.6	Expansion Joint – Silicone Seal	L.F.	20		
10.7	Expansion Joint – Vertical	L.F.	60		
<b>11.0</b>	<b>Cracks and Joint Repair</b>				
11.1	Seal Random Cracks	L.F.	200		
11.2	Control Joint Sealant	L.F.	525		
11.3	Vertical Joint Sealant	L.F.	135		
11.4	Tee-to-Tee Joint Sealant	L.F.	4,100		
11.7	Cove Joint Sealant	L.F.	130		

Name of Bidder \_\_\_\_\_

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
<b>14.0</b>	<b>Epoxy Overlay</b>				
14.1	Epoxy Broadcast Overlay System	S.F.	850		
<b>15.0</b>	<b>Protective Sealer</b>				
15.1	Concrete Sealer	S.F.	105,150		
<b>16.0</b>	<b>Traffic Topping</b>				
16.1	Traffic Topping	S.F.	325		
16.4	Traffic Topping - Recoat	S.F.	4,900		
<b>35.0</b>	<b>Brick / Masonry Repairs</b>				
35.1	Tuckpointing	L.F.	30		
<b>38.0</b>	<b>Architectural Metals</b>				
38.1	Metal Wall Cap	L.S.	1		
<b>45.0</b>	<b>Painting</b>				
45.1	Paint Traffic Markings	L.S.	1		
45.5	Paint Door and Frame	EA.	1		
45.6	Paint Handrails	L.S.	1		
<b>74.0</b>	<b>Architectural Joint and Sealant Repair</b>				
74.7	Capstone Joint Repair	L.F.	45		
	<b>GRAND TOTAL</b>				<b>\$ _____</b>

Description of Abbreviations:

- EA. = Each
- L.F. = Lineal Feet
- L.S. = Lump Sum
- S.F. = Square Feet

Name of Bidder \_\_\_\_\_

**41.2 NON-COLLUSION AFFIDAVIT**

Bidder, by its officers and its agents or representatives present at the time of filing this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any officer of the City of St. Charles whereby such affiant or affiants or either of them has paid or is to pay such other Bidder or officer any sum of money, or has given or is to give to such other Bidder or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached Bids that no inducement of any form or character other than that which appears on the face of the Bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Bid.

Submitted By:

Type or print firm name:

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_

**END OF SECTION 004310**

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**SECTION 005000 - CONTRACTOR'S QUALIFICATION STATEMENT**

This statement is required for consideration of the restoration contract for the City of St. Charles West Parking Structure - 2019 Maintenance Repairs.

SUBMITTED TO: WALKER Consultants  
2895 Greenspoint Parkway, Suite 600  
Hoffman Estates, IL 60169  
Attn: Larry Susmarski

SUBMITTED BY: \_\_\_\_\_

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

PHONE: (\_\_\_\_) \_\_\_\_\_

CONTACT: \_\_\_\_\_

**COMPANY STRUCTURE:**

- Corporation
- Partnership
- Individual
- Joint Venture
- Other (Explain)

**SPECIAL CERTIFICATIONS:**

- MBE
- WBE
- Other (Explain): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBMITTAL DATE: \_\_\_\_\_

**AREA(S) OF EXPERTISE: (Check all that apply)**

- |   |   |
|---|---|
| <input type="checkbox"/> Structural Concrete Repair               | <input type="checkbox"/> Concrete Flatwork  |
| <input type="checkbox"/> Waterproofing/Joints & Sealants          | <input type="checkbox"/> Brick/Masonry      |
| <input type="checkbox"/> Waterproofing/Traffic Toppings & Sealers | <input type="checkbox"/> Historic Buildings |
| <input type="checkbox"/> Waterproofing/Roofing                    | _____                                       |
| <input type="checkbox"/> Waterproofing/Plaza Systems              | _____                                       |

**CONTRACTOR'S QUALIFICATION QUESTIONNAIRE**

1. How many years has your organization been in business as a restoration contractor? \_\_\_\_\_  
Starting Year: \_\_\_\_\_
2. How many years has your organization been in business as a restoration contractor?  
Starting Year: \_\_\_\_\_
3. How many years has your organization been in business under its present business name?  
Starting Year: \_\_\_\_\_
4. List states in which your organization is legally qualified to do business.
5. What percentage of the work do you normally perform with your own work forces?
6. List on **Table I** the last five painting projects your firm has completed.
7. List on **Table II** the painting projects your organization has in progress at this time.
8. Have you ever failed to complete any work awarded to you? If so, attach a separate sheet of explanation.
9. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a painting contract? If so, attach a separate sheet of explanation.
10. List on **Table III** the painting experience of the principals and superintendents of your company.
11. What is your present bonding capacity? \$\_\_\_\_\_ per Project,  
\$\_\_\_\_\_ Aggregate
12. Who is your bonding agent?  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_  
CONTACT: \_\_\_\_\_
13. Are you rated by any State Highway Departments? If so, please list which states on **Table IV** and your company's rating.
14. List on **Table V** the equipment you own that is available for painting work.
15. Are there any liens against the above? \_\_\_\_\_ If so, total amount \$\_\_\_\_\_

16. Attach your company's most recent audited Balance Sheet, prepared in accordance with generally accepted accounting principles.

Date of Balance Sheet: \_\_\_\_\_

Name of firm Balance Sheet: \_\_\_\_\_

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

Name of Organization: \_\_\_\_\_

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

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

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he/she is \_\_\_\_\_ of the above organization and that the answers to the questions in the foregoing questionnaire and all statements therein contained are true and correct.

SUBSCRIBING AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

<b>TABLE I - LAST FIVE RESTORATION JOBS COMPLETED</b>			
Name and Address of Contractor			Date:
Name and Address of Owner	Type of Painting Work	Contract Amount	Date Completed

<b>TABLE II - LIST OF RESTORATION PROJECTS IN PROGRESS</b>			
Name and Address of Contractor			Date:
Name and Address of Owner	Type of Work	Contract Amount	Expected Completion Date

<b>TABLE III - RESTORATION EXPERIENCE OF PRINCIPALS AND SUPERINTENDENTS</b>					
Name and address of Contractor:					Date:
Name	Position	Years Experience		Type of Work	Contract Amount
		Construction	Restoration		

<b>TABLE IV - RATINGS BY THE STATE OF ILLINOIS DEPARTMENTS</b>			
Name and address of Contractor:			Date:
State	Rating	Contact & Phone No.	Highway Jobs for Ea. State

<b>TABLE V - LIST OF EQUIPMENT</b>			
Name and address of Contractor:			Date:
Description of Equipment	Quantity	Years of Service	Current Book Value

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**CONDITIONS OF THE CONTRACT**

**SECTION 007200 - GENERAL CONDITIONS**

**PART 1 - GENERAL**

- 1.1 AIA Document A201-2017, "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION," Articles 1 through 15 inclusive, is hereby made part of Contract Documents.
- 1.2 Contractor may purchase copies of Agreement Form from The American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006.
- 1.3 Supplementary Conditions, Section 007300, shall amend or supplement General Conditions. All provisions of General Conditions not amended or supplemented by Supplementary Conditions remain in full force and effect.

**END OF SECTION 007200**

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**SECTION 007300 - SUPPLEMENTARY CONDITIONS**

**PART 1 - GENERAL**

1.1 The following supplements modify AIA Document A201–2017, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.2 SC-1.1 BASIC DEFINITIONS

A. Add the following to 1.1.4 - THE PROJECT

The Term Project as used herein shall mean:

**WEST PARKING STRUCTURE  
2019 Maintenance Repairs**

B. Add the following to 1.1.7 – INSTRUMENTS OF SERVICE

The Term Project Manual as used herein shall mean: A volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

C. 1.1.9 ENGINEER

Terms Engineer and Architect as used herein shall be synonymous. Term Engineer as used herein shall mean:

**WALKER CONSULTANTS  
2895 Greenspoint Parkway, Suite 600  
Hoffman Estates, IL 60169**

D. 1.1.10 UNIT PRICE WORK

Unit Price Work is Work to be paid for on basis of unit prices.

1.3 SC-1.2. CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add following subparagraphs 1.2.5 to 1.2:

1.2.5 - Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean latest standard specification, manual, code, laws, or regulations in effect at time of opening of Bids (or, on Effective Date of Agreement if no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification,

manual, or code (whether or not specifically incorporated by reference in Contract Documents) shall be effective to change duties and responsibilities of Owner, Contractor, or Architect, or any of their consultants, agents, or employees from those set forth in Contract Documents, nor shall be effective to assign to Architect, or any of Architect's consultants, agents, or employees, any duty or authority to supervise or direct furnishing or performance of Work, or any duty or authority to undertake responsibility contrary to General Conditions.

**1.4 SC-2.1 GENERAL**

Add following to 2.1.1:  
The Owner's shall mean:

**CITY OF ST. CHARLES  
Two East Main Street  
St. Charles, IL 60174**

**1.5 SC-2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

Delete subparagraph 2.2.5 and substitute following:

2.2.5 - The Owner shall furnish the Contractor 1 hard copy of the Contract Documents, plus a pdf version of the drawings and specifications. The Contractor may purchase additional copies at cost of reproduction, postage and handling.

**1.6 SC-3.4 LABOR AND MATERIALS**

Add following to 3.4.1:

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of applicable supplier except as otherwise provided in Contract Documents; but no provisions of any such instructions will be effective to assign to Architect, or any of Architect's consultants, agents, or employees any duty or authority to undertake responsibility contrary to General Conditions.

Add following subparagraphs 3.4.4, 3.4.5, and 3.4.6 to 3.4:

3.4.4 - After Contract has been executed, Owner and Architect will consider formal request for substitution of products in place of those specified only under conditions set forth in General Requirements (Division 1 of Specifications).

3.4.5 - By making requests for substitutions based on subparagraph 3.4.3 above, Contractor:

1. Represents that Contractor has personally investigated proposed substitute product and determined that it is equal or superior in all respects to that specified.

2. Represents that Contractor will provide same warranty for substitution that Contractor would for that specified.
3. Certifies that cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to substitution which subsequently become apparent, and
4. Will coordinate installation of accepted substitute, making such changes as may be required for Work to be complete in all respects.

3.4.6 - Architect's decision of approval or disapproval of proposed substitution shall be final.

**1.7 SC-3.7 PERMITS, FEES AND NOTICES**

Add following to 3.7.2:

Except where otherwise expressly required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities, neither Owner nor Architect shall be responsible for monitoring Contractor's compliance with any applicable law, ordinance, rule, regulation and lawful order of public authorities.

**1.8 SC-3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

Add following to 3.10.2:

If required by Architect, schedule of submittals shall be adjusted to provide workable arrangement for processing submittals.

**1.9 SC-3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

Add the following sentence to subparagraph 3.12.5:

Submittals made by Contractor which are not required by Contract Documents will be returned immediately with notation "Submittal Not Required No Review Performed".

Add following subparagraphs 3.12.11 through 3.12.17 to 3.12:

3.12.11 - Submission to Architect of Shop Drawings and samples approved by Contractor and review of said Shop Drawings and samples by Architect shall not constitute submission in writing or approval in writing of any deviation from requirements of Contract Documents unless the Contractor has specifically informed the Architect in writing of such deviation at the time of the submittal and the Contractor has received written approval or authorization in accordance with 3.12.8.

3.12.12 - Changes to Drawings and Specifications by means of Shop Drawings become responsibility of party initiating such changes.

3.12.13 - Submission to Architect of Shop Drawings and samples approved by Contractor and review of said Shop Drawings and samples by Architect shall not imply that any requirements of Contract Documents have been waived or superseded.

3.12.14 - No delay or omission to exercise any right or remedy accruing to Architect upon any breach or event of default of Contractor shall impair any such right or remedy to be construed to be waiver of any such breach or default; nor shall any waiver of any single breach or default be deemed waiver of any other, prior, or subsequent breach or default. Any waiver, permit, consent, or approval on part of Architect of any breach or default, or of any provision or condition hereof, must be in writing and shall be effective only to extent that such writing specifically sets forth.

3.12.15 - Architect's stamp on Shop Drawing shall not imply approval of quantities, dimensions, fabrication processes and techniques of construction, all of which shall remain responsibility of Contractor.

3.12.16 - Architect's stamp on Shop Drawing shall not relieve Contractor from responsibility for errors or omissions in Shop Drawing and shall not imply that Contractor may proceed in error.

3.12.17 - Shop Drawings and samples shall be submitted in accordance with procedures of Section 013300.

**1.10 SC-3.18 INDEMNIFICATION**

Add following subparagraph 3.18.3 to 3.18:

3.18.3 - Contractor shall agree that total aggregate liability for consequential and incidental damages (but not direct damages) suffered with respect to professional negligence associated or connected with Drawings and Specifications from which Contractor Prepared Contract Bid Price and for which Owner, Architect, and their agents or consultants may be liable, shall be limited to amount not to exceed \$50,000. Contractor shall further agree that with respect to each subcontractor, Contractor will obtain as condition precedent to subcontractor's performance, agreement that foregoing limitation of liability for consequential and incidental damages (but not direct damages) shall not in aggregate exceed \$100,000 for all Contractor's subcontractors. It is understood and agreed between parties hereto that this provision shall be confined in application to only those matters affecting Contract Bid Price and shall not affect any party's liability for personal injury or property damage arising or resulting from sole negligence of any party, its agents or employees.

**1.11 SC-4.1 ARCHITECT**

Delete first sentence of subparagraph 4.1.1 and replace with following:

Architect is person or entity identified as such in Agreement and is referred to throughout Contract Documents as if singular in number.

**1.12 SC-4.2 ADMINISTRATION OF THE CONTRACT**

Add following subparagraph 4.2.15 through 4.2.20 to 4.2:

4.2.15 – Architect’s terminology on Shop Drawing review stamp of “NO EXCEPTION TAKEN” shall mean that Architect has reviewed and approved Shop Drawing so stamped only for conformance with design concept of Project as given in Contract Documents.

4.2.16 – Architect’s terminology on Shop Drawing review stamp of “MAKE CORRECTIONS NOTED – RESUBMITTAL NOT REQUIRED” shall mean that Architect has reviewed and approved Shop Drawing so stamped, subject to corrections made on Shop Drawing, only for conformance with design concept of Project as given in Contract Documents.

4.2.17 – Architect’s terminology on Shop Drawing review stamp of “REJECTED” shall mean that Architect has not approved the Shop Drawing so stamped, subject to corrections made on Shop drawing and resubmittal is required.

4.2.18 – Architect’s terminology on Shop Drawing review stamp of “REVISE AND RESUBMIT” shall mean that Architect has reviewed and not approved Shop Drawing, only for conformance with design concept of Project as given in Contract Documents and resubmittal is required.

4.2.19 – Architect’s terminology in Shop Drawing review stamp of “SUBMITTAL NOT REQUIRED NO REVIEW PERFORMED” shall mean that submittal is not required by specification or resubmittal was not required and Architect has not reviewed the shop drawings.

4.2.20 - Unit Prices: Architect will review and approve actual quantities and determine classification of Unit Price Work performed by Contractor. Architect will review Contractor's preliminary determinations on such matters before rendering written decision thereon (by recommendation of Application for Payment or otherwise). Architect's written decisions thereon will be final and binding upon Owner and Contractor, unless, within ten days after date of any such decision, either Owner or Contractor delivers to other party to Agreement and to Architect written notice of intention to appeal from such decision.

**1.13 SC-7.1 GENERAL**

Add the following subparagraphs 7.1.4 to 7.1:

**7.1.4 INCREASED OR DECREASED WORK ITEM QUANTITIES**

Engineer shall have right under contract to make increases and decreases in quantities and changes in plans, as may be necessary to ensure completion of contemplated work subject to following qualifications:

As used herein, major item is defined as any item whose total cost, determined by multiplying constructed quantity and contract unit price, is equal to or greater than 5% of original total contract price. All other items are considered minor items and are not subject to unit price adjustment.

Where cost of final work prior to consideration of adjustment is within 5% of original total contract price, or if amount of adjustment is less than \$100, or if item is exempted from such adjustment elsewhere in contract, no adjustment in contract unit prices will be considered for any increased or decreased quantities.

Where cost of final work has increased more than 5% of original total contract price prior to consideration of any adjustment, requests for adjustments will be considered on following basis:

1. Where quantity of an item of work required to complete project is not increased nor decreased from original estimate by more than 25%, payment for quantity of said item will be made at contract unit price.
2. Where quantity of any major item of work is increased by more than 25%, then unit price for quantity of that item of work over 125% of original contract quantity will be decreased by 10% of unit price bid.
3. Where quantity of any major item of work is decreased by more than 25%, then adjusted unit price will be obtained by multiplying contract unit price for that item of work by factor obtained as follows:

$$\text{Factor} = 1 + (0.15 (P-C))/C$$

Where:

P = Contract Quantity

C = Constructed Quantity

In no case shall product of adjusted unit price and number of units of work performed exceed product of contract unit price and 75% of original contract quantity. Neither will unit price be adjusted to more than twice original contract unit price.

4. In special cases where adjustments provided by previous paragraphs in this subsection do not provide equitable remuneration for work required by change in quantities, Engineer may adjust contract unit prices prior to Notice of Award for portion of item affected, if justified by evidence presented by successful Bidder.

#### **1.14 SC-7.3 CONSTRUCTION CHANGE DIRECTIVES**

In first sentence of subparagraph 7.3.7, delete words "including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount."

Delete Clauses 7.3.7.1 through 7.37.5 and replace with following:

1. Cost of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance, plus 20% of sum thereof;
2. Cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed, plus 15% of sum thereof;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others, plus 15%;
4. Cost of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to Work, plus 15% of sum thereof;
5. Compensation as herein provided shall be accepted by Contractor as payment in full for extra Work done on this basis and said percentages shall cover profit, superintendence, general expense, overhead, and use of small tools and equipment for which no rental is allowed.

**1.15 SC-9.2 SCHEDULE OF VALUES**

Add following subparagraph 9.2.2 to 9.2:

9.2.2 - Progress payments on account of Unit Price Work will be based on number of units completed.

**1.16 SC-9.3 APPLICATIONS FOR PAYMENT**

Add following sentence to subparagraph 9.3.1:

Form of Application for Payment shall be notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

Add following clause 9.3.1.3 to 9.3.1:

9.3.1.3 - Until Substantial Completion, Owner shall pay 90 % of amount due Contractor on account of progress payments.

Add following subparagraph 9.3.4 to 9.3:

9.3.4 - Unit Price Work:

1. Where Contract Documents provide that all or part of Work is to be Unit Price Work, initially Contract Sum will be deemed to include for all Unit Price Work amount equal to sum of established unit prices for each separately identified item of Unit Price Work times estimated quantity of each item as indicated in Agreement. Estimated quantities of items of Unit Price Work are not guaranteed

and are solely for purpose of comparison of Bids and determining initial Contract Sum. Review and approval of actual quantities and classifications of Unit Price Work performed by Contractor will be by Architect in accordance with SC-4.2, subparagraph 4.2.15.

2. Each unit price will be deemed to include amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
3. Where quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from estimated quantity of such item indicated in Agreement and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes Contractor has incurred additional expense as result thereof, Contractor may make claim for increase in Contract Sum in accordance with Article 7 if parties are unable to agree as to amount of any such increase.

#### 1.17 SC-9.8 SUBSTANTIAL COMPLETION

Add following sentence to subparagraph 9.8.5:

Payment shall be sufficient to increase total payments to 90 % of Contract Sum, less such amounts as Architect shall determine for incomplete Work and unsettled claims.

#### 1.18 SC-11.1 CONTRACTOR'S LIABILITY INSURANCE

Add following subparagraphs 11.1.5, 11.1.6, and 11.1.7 to 11.1:

11.1.5 - Contractor shall purchase insurance as follows:

1. Workers' Compensation insurance including Employer's liability to cover employee injuries or disease compensable under Worker's Compensation Statutes of states in which Work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers' Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by regulatory authorities in state in which Work on this Project is performed are acceptable.
2. Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including following exposures:
  - a. All premises and operations.
  - b. Explosion, collapse and underground damage.
  - c. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
  - d. Contractual Liability as required by General Conditions, Clause 11.1.1.7.

- e. Usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
  - f. Products and Completed Operations coverage.
3. Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired vehicles. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use versus unlicensed or self-propelled construction equipment, it is strongly recommended that Comprehensive General Liability and Comprehensive Auto Liability be written by same insurance carrier, though not necessarily in one policy.
  4. The Contractor to provide insurance naming the Owner as additional insured, consistent with the limits detailed elsewhere in the contract.
  5. Contractor shall purchase Builder's Risk-Installation Floater in form acceptable to Owner covering property of Project for full cost of replacement as of time of any loss which shall include, as named insureds, (1) Contractor, (2) all subcontractors, (3) Owner, and Architect, as their respective interests may prove to be at time of loss, covering insurable property which is subject of this Contract, whether in place, stored at job site, stored elsewhere, or in transit at risk of insured(s). Coverage shall be effected on "All Risk" form including, but not limited to, perils of fire, wind, vandalism, collapse, theft, and earthquake, with exclusions normal to cover. Contractor may arrange for such deductibles as it deems to be within its ability to self-assume, but it will be held solely responsible for amount of such deductible and for any coinsurance penalties. Any insured loss shall be adjusted with Owner and Contractor and paid to Owner and Contractor as Trustee for other Insureds.
  6. Umbrella or Excess Liability: Owner or its representative may, for certain projects, require limits higher than those stated under "Limits of Liability" below. Contractor is granted option of arranging coverage under single policy for full limit required or by combination of underlying policies with balance provided by Excess or Umbrella Liability policy equal to total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as primary or underlying policy(ies) and shall apply both to Contractor's general liability and to its automobile liability insurance.

11.1.6 - Limits of Liability: Required limits of liability for insurance coverages required above shall be not less than following:

1. Workers Compensation:
 

Coverage A: Compensation		<u>Statutory</u>
Coverage B: Employer's Liability	\$	500,000.00
2. Comprehensive General Liability:
 

Bodily Injury: Each Occurrence	\$	3,000,000.00
Bodily Injury: Aggregate (Completed Operations)	\$	500,000.00

Property Damage: Each Occurrence	\$	100,000.00
Property Damage: Aggregate	\$	500,000.00
or combined single limit	\$	4,000,000.00
3. Comprehensive Automobile Liability:		
Bodily Injury: Each Person	\$	500,000.00
Bodily Injury: Each Occurrence	\$	500,000.00
Property Damage: Each Occurrence	\$	250,000.00
or combined single limit	\$	1,000,000.00
4. Owner's Protective Liability:		
Bodily Injury: Each Occurrence	\$	1,000,000.00
Property Damage: Each Occurrence	\$	250,000.00
Property Damage: Aggregate	\$	500,000.00
or combined single limit	\$	1,000,000.00
5. Builder's Risk - Installation Floater:		Cost to Replace At Time of Loss
6. Umbrella or Excess Liability:	\$	5,000,000.00

11.1.7 - Other Requirements:

1. Owner reserves right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by certificates. Such policy copies shall be "Originally Signed Copies," and so designated.
2. Qualification of Insurers: In order to determine financial strength and reputation of insurance carriers, all companies providing coverages required shall have financial rating not lower than XII and policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A: XII will be acceptable only upon written consent of Owner.
3. Subrogation Clause: Following subrogation clause shall appear in all policies of insurance, "Subrogation Clause": It is hereby stipulated that this insurance shall not be invalidated should insured waive in writing prior to loss any or all right of recovery against any party for loss occurring to property described herein.

**1.19 SC-11.3 PROPERTY INSURANCE**

Delete subparagraph 11.3.1 from 11.3.

Delete Clauses 11.3.1.1 through 11.3.1.4 from 11.3.1.

Delete subparagraphs 11.3.4 and 11.3.6 from 11.3.

Modify subparagraph 11.3.7 by substituting "Contractor" for "Owner" at end of first sentence.

Modify subparagraph 11.3.8 by substituting "Contractor" for "Owner" as fiduciary; except that at first reference to "Owner" in first sentence, word "this" should be substituted for "Owner's."

Modify subparagraph 11.3.9 by substituting "Contractor" for "Owner" each time latter word appears.

Modify subparagraph 11.3.10 by substituting "Contractor" for "Owner" each time latter word appears.

**1.20 SC-14.2 TERMINATION BY THE OWNER FOR CAUSE**

Modify subparagraph 14.2.2.1 by inserting the word "paid" between the words "All" and "material." Delete the remainder of the sentence.

**END OF SECTION 007300**

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## **SECTION 011110 - SUMMARY OF WORK**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 PROJECT DESCRIPTION**

- A. Work will be performed at locations within parking structure, elevated drive and pedestrian bridge as shown on Drawings.
- B. Work required in these areas and estimated quantities are listed on Bid Form. Bid Quantities associated with Work Items listed on Drawings have been estimated and are subject to measurement as defined in Article "Measurements." Where additional Work Items are described, but not specifically located and/or shown on Drawings, Contractor shall be responsible for locating and marking areas to be repaired. Owner and/or Engineer/Architect reserves right to increase or decrease quantities up to 25% at same unit cost, as required by job conditions. Unit costs will be established in accordance with Supplementary Conditions, Article "Changes" for quantity variations exceeding 25%.
- C. Work Item specifications and details shall govern all repair operations. Locations where Work Items apply are shown on Drawings as symbols.
- D. Final payment shall be made on basis of actual approved Work performed as measured in place.
- E. Work consists of the following:
  - 1. Concrete repairs to tee flange and stems, miscellaneous concrete repairs, replacement of floor and vertical sealants, replacement of expansion joints, installation of a penetrating sealer, recoat the existing traffic topping, installed supplementary floor drains, shear connector replacement, waterproofing, concrete pavers and other miscellaneous repairs.

#### **1.3 MEASUREMENTS**

- A. Before ordering any material or doing any Work, Contractor shall verify all measurements at Project site and shall be responsible for correctness of same.
- B. Before proceeding with each Work Item, Contractor shall locate, mark, and measure quantity of each item and report quantities to Engineer/Architect. If measured quantities exceed Engineer/Architect's estimate, Contractor shall obtain written

authorization to proceed from Owner before executing Work required for that Work Item.

- C. Measurement of quantities for individual Work Items will be performed by Contractor and reviewed by Engineer/Architect. Coordinate measurements with inspection as required in Section "Project Management and Coordination."
- D. Cost of Work included in each Work Item for quantities as indicated in Contract Documents shall be included in Base Bid.
  - 1. Additions to or deductions from lump sum price for quantities of each Work Item added to or deducted from Work respectively shall be at unit prices indicated in Bid Form and shall constitute payment or deductions in full for all material, equipment, labor, supervision and incidentals necessary to complete Work.

#### **1.4 WORK SEQUENCE**

- A. Prior to commencement of work, meet with Engineer/Architect and Owner representatives to establish sequence and schedule of Work. Contractor shall full access to the entire site.
- B. Contractor shall remove all broken concrete and debris from Work area and dispose of same at authorized dump sites.
- C. Contractor shall remove dust and air transported sand/debris from remainder of facility at conclusion of operations in Work area.

#### **1.5 CONTRACTOR USE OF PREMISES**

- A. General: Limit use of premises to construction activities in areas indicated; allow for Owner occupancy and use by public.
  - 1. Contractor shall not take out more than 200 parking spaces at any given time. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
  - 2. Keep driveways and entrances serving the premises clear and available to the Owner and Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- B. Contractor's use of premises shall not interfere with operation of same. Elevators shall not be used for transfer of materials or equipment.
- C. Contractor's debris removal path shall be over non-repaired services unless physical restraints prevent use of such path.
- D. Contractor shall confine its apparatus, materials, equipment, tool cribs, field offices and operations to areas designated by Owner and/or Engineer/Architect. Premises shall

not be unreasonably encumbered with materials and equipment. Neat and orderly stockpiling and other operations shall be maintained and debris shall be regularly removed from site. Contractor shall not load or permit any part of structure to be loaded with weight that will endanger structural integrity or safety of facility. Contractor shall limit axle loads to maximum 4000 lb per axle and gross weight of 8000 lb, or stockpiling of materials and equipment to 50 lb per sq ft. Contractor to note existing height restrictions within parking structure.

- E. Contractor Parking: Contractor's employees shall park within confines of work area.
- F. On-Site Storage: Contractor shall not store materials or equipment at site of Work for more than one week prior to time that materials or equipment are incorporated into Work.

**END OF SECTION 011110**

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## **SECTION 012200 - UNIT PRICES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for unit prices.
  - 1. Unit price is an amount proposed by Bidders and stated on Bid Form as price per unit of measurement for materials or services that will be added to or deducted from Contract Sum by Change Order in event estimated quantities of Work required by Contract Documents are increased or decreased.
  - 2. Unit prices include all necessary material, overhead, profit and applicable taxes.
  - 3. Refer to individual Specification Sections for construction activities requiring establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- B. Schedule: "Unit Price Schedule" is included in Section 004310.
  - 1. Owner reserves right to reject Contractor's measurement of work-in-place that involves use of established unit prices, and to have this Work measured by engineer.

### **PART 2 - PRODUCTS (NOT APPLICABLE).**

### **PART 3 - EXECUTION (NOT APPLICABLE).**

### **END OF SECTION 012200**

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## **SECTION 012600 - CONTRACT MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: Following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
  - 2. Division 01 Section "Submittal Procedures" for requirements for Contractor's Construction Schedule.
  - 3. Division 01 Section "Payment Procedures" for administrative procedures governing applications for payment.
  - 4. Division 01 Section "Product Substitution Procedures" for administrative procedures for handling requests for substitutions made after award of Contract.

#### **1.3 MINOR CHANGES IN WORK**

- A. Supplemental instructions authorizing minor changes in Work, not involving an adjustment to Contract Sum or Contract Time, will be issued by Engineer/Architect on AIA Form G710, Architect's Supplemental Instructions.

#### **1.4 CHANGE ORDER PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Proposed changes in Work that will require adjustment to Contract Sum or Contract Time will be issued by Engineer/Architect, with detailed description of proposed change and supplemental or revised Drawings and Specifications, if necessary.
  - 1. Proposal requests issued by Engineer/Architect are for information only. Do not consider them instruction either to stop work in progress, or to execute proposed change.
  - 2. Unless otherwise indicated in proposal request, within 20 days of receipt of proposal request, submit to Engineer/Architect for Owner's review an estimate of cost necessary to execute proposed change.

- a. Include list of quantities of products to be purchased and unit costs, along with total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - c. Include statement indicating effect proposed change in Work will have on Contract Time.
- B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to Contract, Contractor may propose changes by submitting request for change to Engineer/Architect.
1. Include statement outlining reasons for change and effect of change on Work. Provide complete description of proposed change. Indicate effect of proposed change on Contract Sum and Contract Time.
  2. Include list of quantities of products to be purchased and unit costs along with total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Comply with requirements in Section "Product Substitutions" if proposed change in Work.
  5. Submit request no later than 10 working days after discovery of condition.
- C. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests.

## **1.5 CONSTRUCTION CHANGE DIRECTIVE**

- A. Construction Change Directive: When Owner and Contractor are not in total agreement on terms of Change Order Proposal Request, Engineer/Architect may issue Construction Change Directive on AIA Form G714, instructing Contractor to proceed with change in Work, for subsequent inclusion in Change Order.
- B. Construction Change Directive will contain complete description of change in Work and designate method to be followed to determine change in Contract Sum or Contract Time.
- C. Documentation: Maintain detailed records on time and material basis of work required by Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to Contract.

## **1.6 CHANGE ORDER PROCEDURES**

- A. Upon Owner's approval of Change Order Proposal Request, Engineer/Architect will issue Change Order for signatures of Owner and Contractor on AIA Form G701, as provided in Conditions of Contract.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**END OF SECTION 012600**

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## **SECTION 012900 - PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.
    - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. Evidence that claims have been settled.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**END OF SECTION 012900**

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## **SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Coordination Drawings.
  - 3. Administrative and supervisory personnel.
  - 4. Project meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
  - 2. Division 01 Section "Closeout Procedures" for coordinating Contract closeout.

#### **1.3 COORDINATION**

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

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Project closeout activities.

#### **1.4 PROJECT MEETINGS**

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within 3 days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- C. Progress Meetings: Conduct progress meetings at monthly intervals or sooner if required by construction activities. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
  - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**END OF SECTION 013100**

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## **SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Submittals Schedule.
- B. Related Sections include the following:
  - 1. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  - 2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
  - 3. Division 01 Section "Quality Control" for submitting a schedule of tests and inspections.
  - 4. Division 01 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

#### **1.3 SUBMITTALS**

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Engineer's final release or approval.
- B. Preliminary Construction Schedule: Submit two printed copies.
- C. Contractor's Construction Schedule: Submit two printed copies of initial schedule, large enough to show entire schedule for entire construction period.

#### **1.4 COORDINATION**

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

### **PART 2 - PRODUCTS**

#### **2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 5 days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

### **PART 3 - EXECUTION**

#### **3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.

- B. Distribution: Distribute copies of approved schedule to Engineer, Owner, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

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## **SECTION 013300 - SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures."
  - 2. Division 01 Section "Project Management and Coordination" for submitting Coordination Drawings.
  - 3. Division 01 Section "Quality Control" for submitting test and inspection reports and Delegated-Design Submittals.
  - 4. Division 01 Section "Closeout Procedures" for submitting warranties.

#### **1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's approval. Submittals may be rejected for not complying with requirements.

#### **1.4 SUBMITTAL PROCEDURES**

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- B. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal.
  - 1. Initial Review: Allow 7 working days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Allow 7 working days for processing each resubmittal.
  - 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- D. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
  - 1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
  - 2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

## **PART 2 - PRODUCTS**

### **2.1 SHOP DRAWINGS**

- A. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Include the following information, as applicable:
    - a. Dimensions.

- b. Identification of products.
  - c. Fabrication and installation drawings.
  - d. Shopwork manufacturing instructions.
  - e. Schedules.
  - f. Design calculations.
  - g. Compliance with specified standards.
  - h. Notation of coordination requirements.
  - i. Notation of dimensions established by field measurement.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
  3. Number of Copies: Submit three blue- or black-line prints of each submittal, unless prints are required for operation and maintenance manuals. Engineer will retain one and forward one to the Owner; remainder will be returned. As an alternative and with prior notice to the Engineer, submit shop drawings electronically via e-mail.
- B. Samples: Prepare physical units of materials or products, including the following:
1. Comply with requirements in Division 01 Section "Quality Control" for mockups.
  2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  3. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
    - a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
    - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- C. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
  2. Number and name of room or space.
  3. Location within room or space.
- D. Delegated-Design Submittal: Comply with requirements in Division 01 Section "Quality Control."
- E. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation."
- F. Application for Payment: Comply with requirements in Division 01 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements in Division 01 Section "Payment Procedures."

### **2.3 REQUESTS FOR INFORMATION**

- A. Engineer reserves the right to reject, unprocessed, any Request for Information (RFI) that the Engineer, at its sole discretion, deems frivolous.
- B. Engineer reserves the right to reject, unprocessed, any RFI that the Engineer, at its sole discretion, deems already answered in the Contract Documents.
- C. RFI process shall not be used for requesting substitutions. Procedures for substitutions are clearly specified elsewhere in the contract documents.

## **PART 3 - EXECUTION**

### **3.1 CONTRACTOR'S REVIEW**

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### **3.2 ENGINEER'S ACTION**

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer/Architect or its subconsultant will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. See Section 007300 "Supplementary Conditions" for description of terminology on Engineer's Stamp.
- C. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

### **END OF SECTION 013300**

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## **SECTION 014500 - QUALITY CONTROL**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections, tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by Engineer/Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
  - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
  - 2. Inspections, tests and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
  - 3. Requirements for the Contractor to provide quality control services required by Engineer/Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- E. Related Sections: Following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Cutting and Patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.

#### **1.3 RESPONSIBILITIES**

- A. Contractor Responsibilities:

1. Retesting: Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
  - a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
- B. Owner Responsibilities: Owner will provide inspections, tests and similar quality control services specified to be performed by independent agencies and not by the Contractor, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract Sum.
  1. Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility.
- C. Coordination: Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
  1. Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

#### **1.4 SUBMITTALS**

- A. Testing Agency shall submit a certified written report of each inspection, test or similar service, to Engineer/Architect, in duplicate, unless Contractor is responsible for the service. If Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.
  1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
  2. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
    - a. Date of issue.
    - b. Project title and number.
    - c. Name, address and telephone number of testing agency.
    - d. Dates and locations of samples and tests or inspections.
    - e. Names of individuals making the inspection or test.
    - f. Designation of the Work and test method.
    - g. Identification of product and Specification Section.
    - h. Complete inspection or test data.
    - i. Test results and interpretations of test results.

- j. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
- k. Name and signature of laboratory inspector.
- l. Recommendations on retesting.

**PART 2 - PRODUCTS (NOT APPLICABLE).**

**PART 3 - EXECUTION**

**3.1 REPAIR AND PROTECTION**

- A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

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## **SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes minimum requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection. The Contractor retains all responsibility for the adequacy and sufficiency of all jobsite safety precautions and programs.
- B. Support facilities include, but are not limited to, the following:
  - 1. Temporary Project identification signs and bulletin boards.
  - 2. Waste disposal services.
  - 3. Construction aids and miscellaneous services and facilities.
- C. Security and protection facilities include, but are not limited to, the following:
  - 1. Barricades, warning signs, lights.

#### **1.3 QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to, the following:
  - 1. Building Code requirements.
  - 2. Health and safety regulations.
  - 3. Police, Fire Department and Rescue Squad rules.
  - 4. Environmental protection regulations.
- B. Standards: Comply with NFPA Code 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
  - 1. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70, "National Electric Code."

- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Provide new materials; if acceptable to Engineer/Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for use intended.
- B. Water: Provide potable water approved by local health authorities.

### **2.2 EQUIPMENT**

- A. General: Provide new equipment; if acceptable to Engineer/Architect, undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 0.75 in. heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than maximum pressure of water distribution system; provide adjustable shut-off nozzles at hose discharge.
- C. First Aid Supplies: Comply with governing regulations.
- D. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
  - 1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.
- C. All temporary facilities shall be located within work area.

- D. Installation of temporary facilities shall not block pedestrian and vehicular traffic to adjacent non-work areas.

### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
  - 1. Arrange with company and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  - 3. Obtain easements to bring temporary utilities to site where Owner's easements cannot be used for that purpose.
  - 4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Engineer/Architect. Neither Owner nor Engineer/Architect will accept cost or use charges as basis of claims for Change Orders.
- B. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
  - 1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
- C. Toilets: Use of the Owner's existing toilet facilities will be permitted, so long as:
  - 1. Facilities and access routes to facilities are cleaned and maintained in a condition acceptable to Owner.
  - 2. Contractor personnel do not cause, in Owner's opinion, a significant disturbance to Owner's staff during use of facilities.
  - 3. At substantial completion, or upon notice by Owner that Contractor personnel are no longer permitted to use restrooms, restore facilities and access routes to condition existing at time of initial use.
- D. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when temperature is expected to rise above 80°F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in lawful manner.

### **3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and public of hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
- B. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
  - 1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide secure lockup. Enforce discipline in connection with the installation and release of material to minimize opportunity for theft and vandalism.
- C. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near site.

**END OF SECTION 015000**

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## **SECTION 017300 – EXECUTION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. General installation of products.
  - 2. Progress cleaning.
  - 3. Protection of installed construction.
  - 4. Correction of the Work.
  - 5. Construction Phasing.
  - 6. Maintaining public access through or adjacent to the Work.
- B. Related Sections include the following:
  - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
  - 3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
  - 4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
  - 5. Division 02 Section "Work Items" for coordinating restoration construction activities to maintain Owner's operations during construction.

### **PART 2 - PRODUCTS (NOT APPLICABLE)**

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work,

investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### **3.2 PREPARATION**

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Engineer and Owner not less than two days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Engineer's and Owner's written permission.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

### **3.3 INSTALLATION**

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
  - 2. Allow for building movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### **3.4 PROGRESS CLEANING**

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not

recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
  - 1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

### **3.5 PROTECTION OF INSTALLED CONSTRUCTION**

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

### **3.6 CORRECTION OF THE WORK**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

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## **SECTION 017423 - FINAL CLEANING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for final cleaning at Substantial Completion.
  - 1. Special cleaning requirements for specific elements of Work are included in appropriate Sections of Divisions 02 through 09.
- B. General Project closeout requirements are included in Section "Closeout Procedures."
- C. General cleanup and waste removal requirements are included in Section "Temporary Facilities and Controls."
- D. Environmental Requirements: Conduct cleaning and waste disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

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

### **PART 3 - EXECUTION**

#### **3.1 FINAL CLEANING**

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

- B. Complete following cleaning operations before requesting inspection for Certification of Substantial Completion for entire Project or a portion of Project.
1. Clean Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth even-textured surface.
  2. Remove tools, construction equipment, machinery and surplus material from the site.
  3. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  4. Broom clean concrete floors in unoccupied spaces.
  5. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  6. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that can not be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.
  7. Leave Project clean and ready for occupancy.
- C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during remainder of construction period.
- D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.
1. Where extra materials of value remain after completion of associated construction have become Owner's property, dispose of these materials as directed.

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## **SECTION 017700 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
  - 1. Inspection procedures.
  - 2. Submittal of warranties.
  - 3. Final cleaning.
- B. Closeout requirements for specific construction activities are included in appropriate Sections in Divisions 02 through 09.

#### **1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete following. List exceptions in request.
  - 1. In Application for Payment that coincides with, or first follows, date Substantial Completion is claimed, show 100% completion for portion of Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and statement showing an accounting of changes to Contract Sum.
    - a. If 100% completion cannot be shown, include list of incomplete items, value of incomplete construction, and reasons Work is not complete.
  - 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  - 3. Obtain and submit releases enabling Owner unrestricted use of Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
  - 4. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Inspection Procedures: On receipt of request for inspection, Engineer/Architect will either proceed with inspection or advise Contractor of unfilled requirements.

Engineer/Architect will prepare Certificate of Substantial Completion following inspection, or advise Contractor of construction that must be completed or corrected before certificate will be issued.

1. Engineer/Architect will repeat inspection when requested and assured that Work has been substantially completed.
2. Engineer/Architect will provide one repeat inspection under its contract with Owner. Subsequent inspections shall be at Contractor's expense.
3. Results of completed inspection will form basis of requirements for final acceptance.

#### **1.4 FINAL ACCEPTANCE**

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in request.
1. Submit final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes to Contract Sum.
  3. Submit certified copy of Engineer/Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and list has been endorsed and dated by Engineer/Architect.
- B. Reinspection Procedure: Engineer/Architect will reinspect Work upon receipt of notice that Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to Engineer/Architect.
1. Engineer/Architect will provide one repeat inspection under its contract with Owner. Subsequent inspections shall be at Contractor's expense.
  2. Upon completion of reinspection, Engineer/Architect will prepare certificate of final acceptance, or advise Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
  3. If necessary, reinspection will be repeated.

#### **PART 2 - PRODUCTS (NOT APPLICABLE).**

#### **PART 3 - EXECUTION**

##### **3.1 CLOSEOUT PROCEDURES**

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with Owner's personnel to provide instruction in

proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include detailed review of following items:

1. Maintenance manuals.
2. Warranties and bonds.
3. Maintenance agreements and similar continuing commitments.

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## **SECTION 017836 - WARRANTIES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for warranties required by Contract Documents, including manufacturers' standard warranties on products and special warranties.
  - 1. Refer to General Conditions for terms of Contractor's period for correction of Work.
- B. Related Sections: Following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Submittal Procedures" specifies procedures for submitting warranties.
  - 2. Division 01 Section "Closeout Procedures" specifies contract closeout procedures.
  - 3. Divisions 02 through 09 Sections for specific requirements for warranties on products and installations specified to be warranted.
  - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on Work that incorporates products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

#### **1.3 DEFINITIONS**

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

#### **1.4 WARRANTY REQUIREMENTS**

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

#### **1.5 SUBMITTALS**

- A. Submit written warranties to Engineer/Architect prior to date certified for Substantial Completion. If Engineer/Architect's Certificate of Substantial Completion designates commencement date for warranties other than date of Substantial Completion for Work, or designated portion of Work, submit written warranties upon request of Engineer/Architect.
- B. When designated portion of Work is completed and occupied or used by Owner, by separate agreement with Contractor during construction period, submit properly executed warranties to Engineer/Architect within 15 days of completion of that designated portion of Work.
- C. Forms for special warranties are included at end of this Section. Prepare written document utilizing appropriate form, ready for execution by Contractor, or by

Contractor and subcontractor, supplier or manufacturer. Submit draft to Owner through Engineer/Architect for approval prior to final execution.

1. Refer to Divisions 02 through 14, 21-27, and 31-33 Sections for specific content requirements and particular requirements for submittal of special warranties
- D. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by Contractor, or by Contractor, subcontractor, supplier, or manufacturer. Organize warranty documents into an orderly sequence based on table of contents of Project Manual.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

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