OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

ELECTRONIC BIDDING INSTRUCTIONS

INSTRUCTIONS TO BIDDERS:
The City of Springfield Central Purchasing Office and the Office of Budget and Management Vendor Bids Application are the only authorized sources of bidding documents/proposal forms. Bidding documents/proposal forms obtained from any other source may be an incomplete set of documents. Bidders using bidding documents/proposal forms obtained from one of these sources are advised to contact the City of Springfield Central Purchasing staff to provide a contact name, mailing address, phone number and email address to obtain a complete set of bidding documents and to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the City of Springfield is prohibited.

Please note that there is an RFP or IFB Booklet associated with this proposal, which is formulated in a PDF format and uploaded as a separate document in the Vendor Bids Application for ease of bidding. Please use the formatted booklet to submit your bid.

1. By downloading this document with intent to bid, Vendors ***MUST NOTIFY THIS OFFICE*** with your pertinent information. This is mandatory in case of changes/addendums to this contract and we need to notify you.

2. You must print and submit only Section III of this document (unless otherwise stated). Do not alter, modify or rearrange this booklet in any manner.

3. All bidders must be registered with the City of Springfield at https://www.springfield.il.us/Registration/Options.aspx in order to submit an electronic bid. Proposals MUST be submitted electronically through the Vendor Bids portal save the document, prior to submitting electronically **RFP/IFB Opening Date**, **Contract Number**, as well as the **Contract Name**.

ELECTRONIC BID OPENING
This RFP/IFB is being conducted electronically. All bidders must be registered with the City of Springfield at https://www.springfield.il.us/Registration/Options.aspx in order to submit an electronic bid.

The deadline for submitting a proposal is Thursday, August 11, 2022 at 2:00 p.m.

This is an "electronic bid," meaning that bids must be submitted via the Vendor Bid Application in an electronic format. All necessary documents are available through the City's website at https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx. Proposals received in **hard copy format** will be charged a **$25 processing fee** to scan and download the documents, due upon receipt of proposal. Payment may be made in the form of a Cashier's Check or Money Order, made out to the City of Springfield. Any incomplete submittals may be rejected as non-responsive.

For additional instructions regarding electronic bid submittal, contact the City of Springfield Central Purchasing Office at (217) 789-2191 or email: purchasing@springfield.il.us.

NON-ELECTRONIC BIDS

Please submit 1 **Original with** 0 **copy(ies) of your bid/proposal documents**. Bid/proposal to be received no later than 2:00 p.m. on Thursday, August 11, 2022 to:

City of Springfield
Central Purchasing
Attn: Amanda Long
300 South 7th St., Room 200
Springfield, IL. 62701

Submit bids by the due date and time listed above. Any incomplete submittals may be rejected as non-responsive.

MANDATORY PRE-BID MEETING

A Mandatory Pre-Bid Meeting will be held on **Tuesday, July 26, 2022** at 9:00 a.m. Senior Services Center, 701 W Mason St, Springfield, Illinois 62702. Bidders must send a representative to attend the Pre-Bid meeting in-person. This is your only opportunity to speak directly with staff from the DEPARTMENT(S) regarding the project. A site visit will immediately follow the meeting. Attendees are required to supply their own Personal Protective Gear for any walk-through.

NON-MANDATORY PRE-BID MEETING ***This section does not apply to** PW23-06-48***

A Non-Mandatory Pre-Bid Meeting will be held on Click or tap to enter a date. at Choose an item. in Meeting Room , located at . Bidders are encouraged to send a representative to attend the pre-bid meeting in-person. This is your only opportunity to speak directly with staff from DEPARTMENT(S) regarding the project. A site visit may immediately follow the meeting. Attendees are required to supply their own Personal Protective Gear for any walk-through.

BID SECURITY

Bid security in the form of a certified check or cashier's check payable to the City of Springfield, or a satisfactory bid bond, in the amount of Five Percent (5%) of the total bid must be BOTH:

1) scanned, in order to be submitted with the uploaded E-Bid response, **and**

2) the **original** must be submitted to the Central Purchasing Office, City of Springfield, 300 S. 7th Street, Springfield, IL 62701 **by bid opening date and time.**

BID SECURITY (ELECTRONIC)

Bid security in the form of a certified check or cashier's check payable to the City of Springfield, or a satisfactory bid bond, in the amount of Five Percent (5%) of the total bid must be scanned and submitted with the E-Bid response. During the bid review process, the City may require a bidder to submit the original bid security to confirm authenticity.

BID SECURITY (NON - ELECTRONIC)

Bid security in the form of a certified check or cashier's check payable to the City of Springfield, or a satisfactory bid bond, in the amount of Five Percent (5%) of the total bid must be included in the bid submittal.

TERMS AND CONDITIONS

The General Terms and Conditions as included in this bid/proposal specification.

INSURANCE REQUIREMENT
A Certificate of Insurance and policy endorsements are required before the award of the contract. The Certificate of Insurance and policy endorsement must be consistent with the requirements in Section 38 of the City's General Terms and Conditions and Instructions.

OR

consistent with the requirements in Section 38 of the City Code and Instructions to Bidders except as modified as follows:

PERFORMANCE AND PAYMENT BONDS
Prior to execution of the contract, the awarded contractor shall be required to obtain Performance and Payment Bonds as per Section 38 of the City Code.

QUESTIONS DURING THE BID PROCESS
All questions concerning this bid shall be submitted in writing to Purchasing@springfield.il.us. The deadline for questions is **Wednesday, August 03, 2022 by 12:00 p.m.** Responses to questions proposed will be answered within seven days, not including weekends or holidays. If required, a written response in the form of an addendum will be issued. No contact with the DEPARTMENT(S) shall be made during the bid/proposal process. Questions asked after the deadline are not guaranteed a response.

ILLINOIS PREVAILING WAGE ACT
This contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/1-12 *et seq.).* Contractors and subcontractors shall comply with the requirements of the Illinois Prevailing Wage Act including, but not limited to, all wage requirements and notice and recordkeeping duties including paying laborers, workers and mechanics performing work under this contract no less than the currently prevailing rate of wages in the county where the work is performed and filing a certified payroll with the public body in charge of the project.

The Contractor is advised that the Illinois Department of Labor (IDOL) revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the IDOL website for revisions to prevailing wage rates. For information regarding the current prevailing wage rates, please refer to the IDOL website: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx

If IDOL revises the prevailing rates of wage during the term of the contract, the Contractor/subcontractor is required to pay the then current prevailing rate of wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the term of any contract shall be at the expense of the Contractor and not at the expense of the Owner.

The Contractor shall defend and hold harmless the City, for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act. The requirements of this Section shall survive the termination of the Agreement formed hereunder.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT
The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

BASIS OF AWARD (bid worksheet)
The City of Springfield intends to award a contract to the responsible bidder submitting the lowest responsive bid. Lowest price shall be determined using the Total Base Bid amount listed on the Bid Worksheet. The City will review and make adjustments associated with arithmetic errors to ascertain whether the order of bids is correct. In the event of arithmetic errors in any of the line items, the unit price will be the controlling factor to correct the arithmetic error. The City will not assume that the error exists in the unit price.

The City reserves the right to reject any and all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not in a position to perform the contract. The City of Springfield reserves the right to award individual bids to more than one vendor if it is deemed to be in the best interest of the City. The City reserves the right to increase or decrease the contract quantity without penalty from the contractor to the City.

BID WITHDRAWAL: No Bid shall be withdrawn for a period of 90 days after the opening of Bids without consent of OWNER

BASIS OF AWARD (offer to contract)

The City of Springfield intends to award a contract to the responsible bidder submitting the lowest responsive bid. Lowest price shall be determined using the Total Base Bid amount listed in the Offer to Contract. The City will review and make adjustments associated with arithmetic errors to ascertain whether the order of bids is correct. In the event of arithmetic errors in any of the line items, the unit price will be the controlling factor to correct the arithmetic error. The City will not assume that the error exists in the unit price.

The City reserves the right to reject any and all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not in a position to perform the contract. The City of Springfield reserves the right to award individual bids to more than one vendor if it is deemed to be in the best interest of the City. The City reserves the right to increase or decrease the contract quantity without penalty from the contractor to the City.

BID WITHDRAWAL: No Bid shall be withdrawn for a period of 90 days after the opening of Bids without consent of OWNER

BASIS OF AWARD

The City of Springfield intends to award the bid to the lowest responsive, responsible bidder, with respect to the total base bid in the "Offer to Contract."

Should the first selected contractor be unable to fulfill the terms of the contract, the City reserves the right to enter into a contract with the 2nd selected Contractor. If the City does not find that any Contractor's solution(s) meet the needs and requirements, the City is not obligated to enter into agreement for services.

The City reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not able to perform the contract.

BASIS OF AWARD (RFP)

The City of Springfield intends to award the bid to the contractor that scores the highest with regard to the evaluation criteria set forth within the RFP. The scoring is based on how the contractor responds to the specifications within Section II of the RFP.

Should the first selected contractor be unable to fulfill the terms of the contract, the City reserves the right to enter into a contract with the 2nd highest scoring selected Contractor. If the City does not find that any Contractor's solution(s) meet the needs and requirements, the City is not obligated to enter into agreement for services.

The City reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not able to perform the contract.

FREEDOM OF INFORMATION ACT

Contractor acknowledges that the Freedom of lnformation Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City to produce certain records that may be in possession of the Contractor. Contractor shall comply with the retention and documentation requirements of the Local Records Retention Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

For any questions please call (217) 789-2191 or e-mail: Purchasing@Springfield.il.us
Office of the Purchasing Agent

MANDATORY

PRE-BID MEETING

NOTIFICATION

Contract Index No: **PW23-06-48**

Building Improvements - Senior Services of Central Illinois

AT

Senior Services Center - 701 W Mason St - Springfield, IL 62702

PRE-BID MEETING DATE:	July 26, 2022
TIME:	9:00 a.m.
PLACE:	Senior Services Center 701 W Mason St Springfield, IL 62702
NOTIFY:	Ron Drennan, Facilities Manager (217) 789-2255 ext. 6238 (office) Ron.Drennan@springfield.il.us

Notify the Meeting Contact a minimum of 2 days (48 hours) in advance if you will be attending the Pre-Bid Meeting.

CITY OF SPRINGFIELD ILLINOIS

OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM #200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

JAMES O. LANGFELDER, MAYOR

PUBLIC WORKS

BID BOOKLET AND CONTRACT

Section I	Notice, Instruction to Bidders and General Conditions
Section II	Specifications and (Drawings if Applicable)
Section III	Proposal Form and Bid Sheet
Section IV	Sample Contract

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681, or via the City of Springfield's electronic bids portal. The responses must be date and time stamped no later than the date and time stated. All responses will be publicly opened and portions thereof read aloud at the below date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent.

Date: **July 12, 2022**
Contract Index No. #: **PW23-06-48**
Contract Name: **Building Improvements - Senior Services of Central Illinois**
Pre-Bid Meeting: **Yes**
Bid Security: **5% of Bid**
Bid Opening Date: **Thursday, August 11, 2022**

SECTION I

NOTICE, INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

SECTION I
NOTICE, INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

In order to be eligible for consideration all bids must be made in accordance with the following instructions.

1. Bid Preparation

(a) Signature — whenever any of the Contract Documents, addenda, or certifications thereto require signature of the bidder or Contractor such signature shall be in substantially the following form.

In case of a corporation, the full legal name of the corporation and title of the officer signing must be stated, and any officer signing must be thereunto duly authorized to bind the corporation (the City reserves the right to require a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the Corporation).

In the case of a partnership, the signature of at least one of the general partners must follow the firm name, using the term "member of the firm" or similar designation.

In case of a sole proprietorship, the signature of the owner must follow the firm name using the term "doing business as," "sole owner," or similar designation.

In all cases the name of the individual signing shall be typed or printed below the signature. All signatures must be original and in ink.

(b) Every price quote or proposal may be made in ink or typewritten upon the Proposal Form and Bid Sheet provided in Section III of this booklet and must give the price of each and every item of the work bid, in figures.

(c) Do not alter, modify or rearrange the bid booklet in any manner.

(d) Do not create your own Proposal Form and Bid Sheet. Indicate your price quote on the enclosed forms.

(e) Any exceptions to the Specifications must be provided in accordance with the instructions given in the Specifications.

(f) Any additional information or descriptive literature must be submitted separately.

(g) **Unless otherwise stated in Section II of this document you only need to return Section III of this Bid Booklet. If you have any questions, please call the Office of the Purchasing Agent, (217) 789-2191.**

(h) **Failure to submit the bid booklet as set forth above, completed according to these instructions, and may result in rejection of the bid**.

2. Submission of Bids

(a) Bids shall be sealed in an opaque envelope, marked and addressed as follows:

City of Springfield
Office of Budget & Management
Room 210 Municipal Center West
300 South Seventh Street
Springfield, IL 62701-1681

Contract Index No.: PW23-06-48
Contract Name: Building Improvements - Senior Services of Central Illinois

and will be received in the Office of Budget & Management until:

Bid opening Due Date: **2:00 P.M. Central Time USA, Thursday, August 11, 2022**

(b) Bids received after the time and date designated above shall not be considered.

3. Contract Documents

(a) "Contract Documents" or "Documents" as used herein, shall refer to the Notice, Instructions to Bidders and General Conditions, Specifications and Drawings (if applicable), Proposal Form and Bid Sheet, the Contract Execution Page and any applicable addenda and any modifications thereof incorporated in the Documents. The Contract Documents form the entire contract and represent the final agreement between the parties' subject only to modifications hereinafter agreed upon in writing and signed by the parties in accordance with these instructions.

(b) The purpose of these Documents is to require the furnishing of highest quality equipment material and workmanship in accordance with the specifications and best practice. If any bidder believes from its experience that the specifications are not consistent with this intent, he shall so state in writing and shall submit an alternate proposal on the part or parts of the specifications which it believes to be contrary to the best practice.

(c) Whenever in these Documents the term "Purchaser," "City," or "Owner" is employed, it is understood to refer to the City of Springfield, Illinois. Whenever the term "Contractor" is employed, it is understood to refer to the person or contractor that may have entered into contract with the City to furnish the equipment, material, and/or labor specified herein.

(d) Bidders are instructed to familiarize themselves with the Contract Documents and the work contemplated in order that their true spirit and intent may be fulfilled. If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other Contract Documents, it may submit a written request for an interpretation thereof to the City Purchasing Agent. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by

an addendum duly issued by the Purchasing Agent. A copy of such addendum will be posted on the City of Springfield Procurement Bulletin. Accordingly the Addendum Acknowledgement Form must be signed and inserted into your proposal. Failure to do so may result in the rejection of your bid. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Oral explanations will not be binding.

4. Bid Security

The City will not consider bids covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section II, the Specifications contained therein shall be controlling.

☐ Bid Security will not be required for this contract**.**

☒ Bid Security will be required for this contract and shall be submitted in accordance with the following instructions.

(a) Bids will not be considered unless they are accompanied by bid security in the form of a Certified Check, Cashier's Check, Bank Draft, Bank Money Order or a Satisfactory Bid Bond payable to the City of Springfield, Illinois, in the amount of **5% of Bid** as a guarantee that the bidder will enter into a contract with the City if the bid is accepted.

(b) Bids and bid security shall be delivered in a **separate sealed envelope** marked and addressed as provided in article 2 above. All bid security must be identified with the Contract Index Number.

(c) A permanent bid bond, or annual bid bond, may be placed on file with the Office of Budget and Management, in lieu of delivering said bond with the proposal.

(d) Bid security will be returned to all bidders upon award of contract, or rejection of bids.

(e) The City reserves the right to retain the lowest responsible bidders bid security for failure to enter into a contract.

5. Withdrawal of Bid

No bidder may withdraw its bid for a period of sixty (60) days from the date of opening bids.

6. Specifications

The City will not consider bids covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section II, the Specifications contained therein shall be controlling.

7. Substitutions

Certain materials and equipment may be specified by manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit bids not only on named items but also on items which they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the City, they are equal to those specified in quality, performance, design, and suitability for intended use. Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his bid on all such items.

8. Waiver

(a) In awarding a contract pursuant to sealed competitive bidding, the City Council may waive any variation from the bid requirements or defect in a bid which does not materially affect the competitive nature of the bid, is not in violation of any ordinance, statute or law and does not prejudice the rights of the public.

(b) The City Purchasing Agent may request clarification of a bid or any part thereof. Clarification shall mean the communication between the City and the bidder regarding the bid. Such communication shall not change the bid, the competitive nature of all bids or violate any ordinance, statute or law.

9. Royalties and Fees

The successful bidder shall pay all royalties and license fees. The successful bidder shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof.

10. Time of Performance

Time of performance under this contract shall be as provided in the Specifications contained in Section II of this booklet.

11. Delivery and Payment Terms

(a) In order to permit comparison of bids, all prices must be quoted F.O.B. City of Springfield, Illinois, at the point of delivery set forth in the Specifications contained in Section II or as otherwise provided by the Specifications.

(b) Payment shall be made by the Purchaser according to the following plan: Within thirty (30) days after delivery and acceptance by the City, unless otherwise provided by the Specifications contained in Section II.

12. Indemnification

(a) The Contractor shall defend, indemnify, keep and save harmless the City of Springfield, its agents, employers and representatives against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of , or incidental to, the performance of the work under this contract by the Contractor or its Subcontractors to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable.

13. Insurance

(a) The Contractor, and any Subcontractors, shall purchase and maintain such insurance as will protect themselves and the City against any and all claims and demands arising from the operation of the work or the execution of this contract. The City, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications to be purchased by the Contractor or Subcontractor. (In lieu of naming the City as an additional insured, the Contractor and Subcontractors may provide an Owners and Contractors Protective Public Liability and Property Damage Policy, including automobile coverage, written in the name of the City, if in the opinion of the Purchasing Agent the policy contains the same coverage and liability limits set forth in the Specifications.)

(b) On all contracts for the construction of public works, the Contractor and its Subcontractors shall maintain sufficient insurance to cover claims for bodily injury and death to its employees brought under the Illinois Worker's Compensation and Occupational Disease Act or other similar employee disability or benefit laws.

(c) Minimum requirements for insurance are set forth in the Specifications contained in Section II of this booklet (when applicable).

(d) Certificates of insurance shall be placed on file with the City Purchasing Agent prior to beginning performance.

14. Federal, State, and Local Laws:

The bidder's attention is directed to the fact that all applicable federal, state and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction shall apply to the Contract Document throughout and they are deemed to be included herein the same as though herein written out in full.

15. Change Orders

Pursuant to Section 33E-9 of the Illinois Criminal Code, any person employed by any unit of State or local government who is authorized by such unit of State or local government to approve a change to any public contract who knowingly grants such approval without first

obtaining a determination in writing by the unit of State or local government on whose behalf the contract was signed or by a designee authorized by such unit of State or local government to make such determination, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, were not within the contemplation of the contract as signed or are in the best interest of the unit of State or local government and authorized by law commits a Class 4 felony. Such written determination shall be preserved in such contract's permanent file which shall be open to the public for inspection. This Section shall only apply to change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by $10,000 or more or the time of completion by 30 days or more.

16. Preferences to Veterans

In accordance with the provisions of 330 ILCS 55/1 *et seq,*. in all employment to fill positions in the construction, addition to, or alteration of all public works contracted for by the City of Springfield, preference shall be given to persons who were engaged in the military or naval service of the United States in times of war and who were honorably discharged therefrom, and all persons who were engaged in such military or naval service during any of said times of war, who are now or may hereafter be on inactive or reserve duty in such military or naval service, who were honorably discharged therefrom, not including, however, persons who were convicted by court martial of disobedience of orders, where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment. No person contracting for such public works is required to give preference to veterans, not residents of the City, over residents thereof, who are not veterans.

17. Employment of Illinois Workers on Public Works Projects

(a) In accordance with the provisions of 30 ILCS 570/1 *et seq,*. whenever there is a period of excessive unemployment in Illinois, every Contractor on a public works project or improvement shall employ only Illinois laborers on such project or improvement provided that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City Purchasing Agent.

(b) A "period of excessive unemployment" as defined by this Act means any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

18. Performance and Payment Bond

(a) The City Purchasing Agent may require Contractors to furnish a satisfactory performance bond and a bond for the payment of all materials used and for all labor performed in such work with good and sufficient sureties in amounts up to one hundred percent of the contract sum. In such case the Contractor shall also include in the bond a provision guaranteeing the faithful performance of any prevailing wage requirement.

(b) If, in the opinion of the City Purchasing Agent, such bonding is in the public interest the requirement shall be set forth in the Specifications contained in Section II of this booklet.

(c) When required by the Specifications, the Contractor shall furnish said bond within fourteen (14) calendar days after notification of the bid award. Failure to furnish a performance bond and a payment bond within the period specified shall be cause for rejection of the bid and any bid security may be retained by the City as payment for damages

19. Specifications Shall Control

In case of any conflict between these Instructions and the Specifications contained in Section II, the Specifications contained therein shall control.

20. Asbestos

Contractors are forbidden to disturb any material suspected of containing asbestos. Asbestos has traditionally been used in insulating materials, fireproofing, acoustical products and roofing materials. The Contractor shall pay particular attention to these areas. If the Contractor has any questions about any material, he should contact the Department of Building and Zoning at (217)789-2171.

21. Sales Tax Exemption

(a) Pursuant to State law, the City of Springfield is exempt from the payment of sales tax on any item it buys directly from a supplier. If the Contractor purchases items for the use of the City, the Contractor is also exempt from sales tax on items which at the end of the project become the property of the City of Springfield.

(b) Items which do not become the property of the City and items which are used up in construction (an example would be fuel oil for machinery) are taxable. Any questions about the taxability of specific items can be resolved by the Illinois Department of Revenue.

22. Certification, Commitments and Preferences

(a) Certification of Non-Conviction - Pursuant to Section 33E-11 of the Illinois Criminal Code every bid submitted to the City must contain a certification that the bidder is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code. Any Contractor who makes a false statement material to this Certification, commits a Class 3 felony.

(b) Certification of Non-Delinquency - Pursuant to Section 11-42.1-1 of the Illinois Municipal Code, the City of Springfield may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for tax or the amount of tax. Before executing a contract, the City must obtain a statement under oath from the individual or entity that no such taxes are delinquent. Making a false statement is a Class A misdemeanor. In addition, making a false statement voids the contract and allows the City to recover all amounts paid to the individual or entity under the contract in a civil action.

For purposes of this section of the Municipal Code, a person or other entity shall not be considered delinquent in the payment of a tax if the person or entity (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and (2) is in compliance with the agreement. In that case, the sworn statement shall state those facts.

(c) Preference for Domestic Products - In accordance with the requirement of Section 38.35 of the City Purchasing Code authorizing the Purchasing Agent to "take into account other pertinent considerations" in the award of contracts, it is the policy of the City of Springfield that when all other financial considerations of bids are substantially equal, preference shall be afforded in the selection of the successful bidder to companies that offer domestic products. Pursuant to the Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*, all steel products used or supplied in the performance of public works contracts or subcontracts thereto involving an expenditure of $500.00 or more shall be manufactured in the United States.

(1) Definitions - As used in this section the following definitions shall apply unless the context otherwise

"Product" means any article, material or supply, whether manufactured or non-manufactured, that is to be acquired by the City.

"Domestic Product" means a non-manufactured product that has been mined or produced in the United States, or a manufactured product determined to be domestic in accordance with the rules for determination of origin prescribed below "United States" means the several States, the Commonwealth of Puerto Rico, the

District of Columbia, Guam, American Samoa, the Virgin Islands, and the Commonwealth of Northern Mariana Islands.

"Substantially Equal" means that the successful bid is within two percent (2%) of the next lowest responsible bid. However, the bids shall not be substantially equal where the two percent difference is equal to or greater than Ten Thousand Dollars ($10,000.00).

(2) Determination of Origin

In order for a manufactured product to be considered a domestic product the cost of the domestic components must exceed fifty percent (50%) of the cost of all its components, and the final assembly of the components to form the end product must take place in the United States.

In determining the origin of components, each component must be treated as either entirely domestic or entirely foreign, based on the place where the component is mined, produced, or manufactured. Components of unknown origin must be treated as foreign. The origin of subcomponents of components is immaterial.

Transportation costs to the place of incorporation into the end product and, in the case of foreign components, applicable duties, must be included in determining component costs. The cost of a component is the price that a manufacturer must pay to a Subcontractor or supplier for components. If the component is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component and an allowance for profit and administrative and overhead costs attributable to that component under normal accounting principles.

"Component" means any article, material, or supply, whether manufactured or unmanufactured, directly incorporated into a product at the point of final assembly. In construction projects, materials delivered to the job site and incorporated directly into the improvement are components.

(3) Waiver by the City

The requirements of this Section may be waived where the Purchasing Agent and the Director of the Office of Budget and Management or their designees, jointly certify in writing to the Mayor that:

The City is in need of products, including spare parts, in order to either economically operate equipment or systems procured by the City prior to the effective date of this ordinance, or to meet public health, safety, or welfare concerns; or

The specified products are not manufactured or produced in the United States in sufficient commercial quantities or of a satisfactory quality to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or

Federal or State funding could be jeopardized or the application of this requirement would otherwise be inconsistent with the best interest of the City.

(d) Local preference in contract award — In accordance with the requirements of Section 38.45 of the City Purchasing Code, it is the policy of the City of Springfield to afford local vendors preference in the selection of the successful bidder if (1) the lowest bidding vendor is a responsible bidder and (2) the lower responsible bidders are not local vendors and (3) the lowest bidding local vendors bid is higher than the nonlocal vendor by no more than five (5) percent in the case of a city local vendor or by no more than three (3) percent in the case of a county local vendor.

Definitions - As used in this section the following definition shall apply unless the context otherwise requires: A local vendor means a bidder has established and maintained a physical presence in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of a bid; and the local vendor employs a minimum of two full-time employees at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, and those employees spend the majority of their work time at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, in the case of a county local vendor; and the local vendor is legally authorized to conduct business within the State of Illinois and the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor.

This provision shall not be applied to a contract if the funding source prohibits it through law, rule or regulation.

23. Multi-year Contracts

The City's fiscal year ends on the last day of February. The City's obligations on multi-year contracts and contracts extending from one fiscal year to another shall terminate immediately and without further payment being required if the City Council or applicable federal/state funding sources fail to appropriate, or otherwise make available, funds for the contract.

24. Severability

If any provision of this contract or any applications thereof is held invalid, such invalidity shall not affect other provisions or applications which can be given effect without such invalid provision or application.

25. Choice of Law and Forum

This contract is to be construed in accordance with the laws of the State of Illinois and any legal proceeding of any kind shall be filed in the Circuit Court of Sangamon County, Springfield, Illinois.

26. Execution of Contract

(a) The successful bidder will be required to execute the Contract Execution Page on the form provided in Section IV of this booklet with signature acknowledged and signed in the same manner as prescribed in paragraph 1(a) of these Instructions.

(b) The City reserves the right to require of any bidder, such information necessary to satisfy the City of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

27. Rejection of Bids

Any and all bids received in response to an advertisement may be rejected by the Mayor

SECTION II

SPECIFICATIONS

(& Drawings if Applicable)

SECTION II

SPECIFICATIONS (AND DRAWINGS IF APPLICABLE)

Affirmative Action Requirements

(a) The city shall not enter into any Annual Goal Contract with any contractor or vendor, who is found to be in violation of Chapter 93 or provisions of Article VII of Chapter 38 of the City Code relating to MBE and FBE participation, except where: (1) such contractor or vendor is the sole source of the particular product or service and the product or service is essential for the operations of the city; or (2) it is an emergency contract under Section 38.41.

(b) The city shall not enter into any Annual Goal Contract with any contractor or vendor which does not first submit to the city a written commitment to provide equal employment opportunity, and a $50.00 fee to offset the cost of administration of the city's program. Such commitment must:

(1) Set out and agree to maintain specific employment or membership practices and policies sufficient to achieve equal opportunity.

(2) Agree to make a good faith effort to meet the goals established for the award of subcontracts and for the participation of skilled trade professionals.

(3) Agree to submit to the city upon request written evidence of compliance with the above required practices, policies and goals.

(4) Agree to submit to the city upon request statistical data concerning employee composition or membership composition of MBE or FBE status.

(5) Agree to distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants or members.

(6) Agree to require any subcontractor to submit to the city a written commitment which contains the provisions required by subsections (1) through (5) of this subsection.

(c) The following shall apply to all Annual Goal Contracts, and these provisions shall appear in every Annual Goal Contract and its subcontracts:

(1) "The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, national origin, and place of birth, age or a physical or mental disability which would not interfere with the efficient performance of the Annual Goal Contract."

(2) "The vendor will take affirmative action to comply with the provisions of Chapter 38 and provisions of Chapter 93 of the City Code relating to MBE and FBE participation, and will require any subcontractor to submit to the city written commitment to comply."

(3) "The vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, members or prospective subcontractors."

(4) "The vendor shall submit to the city, upon written request, compliance reports containing such information as to the practices, policies, programs and statistics of employee or membership composition of MBE or FBE status, and shall require any subcontractor to submit the same upon written request by the city. Vendor shall permit access to all relevant books, records, accounts and work sites by the city for purposes of investigation to ascertain compliance."

(5) "In all solicitations or advertisements for employees placed by vendor or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, religion, national origin, ancestry, sexual orientation, age, or physical/mental disability."

(6) "During the performance of the contract, vendor agrees: it will have written sexual harassment policies that include, at a minimum, the following: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Commission; and (vii) protection against retaliation. A copy of the policies shall be provided to the Illinois Department of Human Rights and the city upon request."

(7) "During the performance of the contract, vendor agrees it will not maintain or provide any segregated facilities at any of their establishments, or permit employees to perform their services at any location under their control where segregated facilities are maintained."

(8) "In the event the vendor fails to comply with the provisions of Chapter 93 and provisions of Article VII of Chapter 38 relating to MBE and FBE participation of the City Code, the city may, at its option, do any or all of the following:

a. Cancel, terminate or suspend the Annual Goal Contract in whole or in part.

b. Declare the vendor ineligible for further Annual Goal Contracts for one calendar year.

c. Prosecute the failure to comply pursuant to the provisions of Chapter 93 of the City Code.

d. Immediately withhold the maximum fine or penalty amount authorized by Chapter 93 of the City Code in the event a violation is found, and setoff any fine or penalty assessed against the unpaid portion of the Annual Goal Contract price.

e. Such other sanctions as may be allowable under law.

(d) Subcontracting is not required for participation in an Annual Goal contract. However, if a subcontractor is used and the vendor cannot or does not wish to make subcontracting opportunities available to an MBE or FBE, the vendor must request in writing a waiver of such requirement. The waiver request must include either a:

(1) A narrative describing vendor's good faith efforts to secure MBE and FBE participation prior to bid submittal, or;

(2) A notarized affidavit attesting the vendor did not receive inquiries or proposals from a qualified MBE or FBE in response to the notification prior to bid submittal, or

(3) A notarized affidavit attesting the vendor did not receive inquiries or proposals from a qualified MBE or FBE in response to the notification prior to bid submittal, or

(4) A written explanation for why the vendor believes it is necessary and /or prudent to seek a waiver despite having received qualified MBE and FBE proposals.

(e) A vendor shall not deviate from utilizing any of the subcontractors listed in its bid submittal unless such a change has first been approved in writing by the city.

MBE and FBE Goals.

(a) The Springfield Community Relations Commission shall set the MBE and FBE participation goals on an annual basis**. The current goals are as follows**:

(1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises.

(2) Five (5) percent of the total dollar amount of the contract should be performed by Female Business Enterprises.

(3) Eighteen (18) percent of the total hours worked, per trade, should be performed by minority workers.

(4) Three (3) percent of the total hours worked, per trade, should be performed by female workers.

(b) The following criteria shall be used to determine MBE and FBE participation towards subcontracting goals:

(1) When an MBE or FBE participates in an Annual Goal Contract, count only the value of the work actually performed by the MBE or FBE.

(2) When an MBE or FBE performs as a participant in joint venture, count a portion of the total dollar value of the Annual Goal Contract equal to the distinct, clearly defined portion of the work that the MBE or FBE performs with its own forces.

(3) Count expenditures to an MBE or FBE contractor or trucking firm only if the MBE or FBE is performing a commercially useful function.

(c) The following criteria shall be used to determine MBE and FBE participation for materials and supplies toward MBE or FBE goals:

(1) Count 100 percent of the expenditure if the MBE or FBE supplier is also the manufacturer.

(2) Count 60 percent of the expenditure if the MBE or FBE supplier is a regular dealer.

(3) Count neither 5 percent of the expenditure if the MBE or FBE supplier is neither a manufacturer nor a regular dealer of the materials supplied.

DUE TO CHANGES MADE TO THE STATE OF ILLINOIS PREVAILING WAGE ACT (THE ACT), THE BIDDER'S ARE DIRECTED TO REVIEW AND BECOME FAMILIAR WITH THE ACT AND THE CONTRACT DOCUMENTS

PREVAILING WAGE REQUIREMENTS FOR THIS PROJECT:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

http://www.state.il.us/agency/idol/rates/rates.HTM.

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

Prevailing Wage Act Supplemental Instructions

1. This Contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. The prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.

2. The wages of employees paid by Contractors or Subcontractors on contracts involving "public works" as defined in the Prevailing Wage Act (820 ILCS 130/1 *et seq.,* as amended), must be not less than the general prevailing hourly rates paid for work of a similar character in Sangamon County, Illinois. Public works projects include, but are not limited to, any maintenance, repair, assembly, or disassembly work performed on equipment whether that equipment is owned, leased, or rented. Public works projects also include all fixed works that are paid for in whole or in part with public funds. Contractors are instructed to read the Prevailing Wage Act in its entirety for complete information.

3. For a copy of the prevailing wages for construction trades in Sangamon County, Illinois, as determined and published by the Illinois Department of Labor please refer to the IDOL's website at: http://www.state.il.us/agency/idol/rates/rates.HTM..

4. All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

5. Any contractor and each subcontractor who participates in public works shall:

   (1) make and keep, for a period of not less than 3 years from the date of the last payment on a contract or subcontract for public works, 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; and

   (2) No later than the tenth day of each calendar month file a certified payroll for the immediately preceding month with the City in accordance with the procedures to be provided for the electronic submission of certified payroll. A certified payroll must be filed

for only those calendar months during which construction on a public works project has occurred. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a), but may exclude the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor or an officer, employee, or agent of the contractor which avers that; (i) he or she has examined the certified payroll records required to be submitted by the Act and 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 required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee, or agent it is to file such certified payroll who willfully fails to file such a certified payroll on or before the date such certified payroll is required by this paragraph to be filed and any person who willfully files a false certified payroll that is false as to any material fact is in violation of the Act and guilty of a Class A misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) for a period of not less than 3 years from the date of the last payment for work on a contract or subcontract for public works. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee's address, telephone number, and social security number, and make available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section. (b) Upon 7 business days notice, the contractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors. (820 ILCS 130/5)

6. If the information provided by the Contractor and Subcontractor reasonably shows a violation of the Prevailing Wage Act, then the Purchasing Agent shall notify the Contractor and Subcontractor of the possible violation by certified mail. If the Contractor and Subcontractor does not cure the violation, or provide the Purchasing Agent with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of the Contractor's and Subcontractor's receipt of the Purchasing Agent's written notice of possible violation, then the Purchasing Agent, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

7. It is a Mandatory requirement upon the Contractor or their Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et.seq.*).

8. Any officer, agent or representative of any public body who willfully violates, or willfully fails to comply with, any of the provisions of this Act, and any contractor or subcontractor and any officer, employee, or agent thereof, who as such officer, employee, or agent, has a duty to create, keep, maintain, or produce any record or document required by this Act to be created, kept, maintained, or produced who willfully fails to create, keep, maintain or produce such record or document as or when required by this Act, is guilty of a Class A misdemeanor.

9. The Department of Labor shall inquire diligently as to any violation of this Act, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of this Act. The Attorney General shall prosecute such cases upon complaint by the Department or any interested person. (820 ILCS 130/6).

10. The Director of the Department of Labor shall publish in the Illinois Register no less often than once each calendar quarter a list of contractors or subcontractors found to have disregarded their obligations to employees under this Act. The Department of Labor shall determine the contractors or subcontractors who, on 2 separate occasions within 5 years, have been determined to have violated the provisions of this Act. Upon such determination the Department shall notify the violating contractor or subcontractor. Such contractor or subcontractor shall then have 10 working days to request a hearing by the Department on the alleged violations. Failure to respond within the 10 working day period shall result in automatic and immediate placement and publication on the list. If the contractor or subcontractor requests a hearing within the 10 working day period, the Director shall set a hearing on the alleged violations. Such hearing shall take place no later than 45 calendar days after the receipt by the Department of Labor of the request for a hearing. The Department of Labor is empowered to promulgate, adopt, amend and rescind rules and regulations to govern the hearing procedure. No contract shall be awarded to a contractor or subcontractor appearing on the list, or to any firm, corporation, partnership or association in which such contractor or subcontractor has an interest until 4 years have elapsed from the date of publication of the list containing the name of such contractor or subcontractor.

A contractor or subcontractor convicted or found guilty under Section 5 or 6 of this Act shall be subject to an automatic and immediate debarment, thereafter prohibited from participating in any public works project for 4 years, with no right to a hearing. (820 ILCS 130/11a)

Sangamon County Prevailing Wage Rates posted on 5/18/2022

						Overtime								
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**
ASBESTOS ABT-GEN	All	BLD		32.73	33.98	1.5	1.5	2.0	2.0	7.25	19.13	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		32.60	33.60	1.5	1.5	2.0	2.0	9.70	6.25	0.00	0.50	
BOILERMAKER	All	BLD		40.50	44.00	1.5	1.5	2.0	2.0	7.07	26.01	0.00	1.06	
BRICK MASON	All	BLD		34.61	36.34	1.5	1.5	2.0	2.0	9.80	14.70	0.00	0.89	
CARPENTER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
CARPENTER	All	HWY		35.62	37.37	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.71	
CEMENT MASON	All	BLD		30.00	32.00	1.5	1.5	2.0	2.0	9.85	15.21	0.00	0.61	
CEMENT MASON	All	HWY		30.00	32.25	1.5	1.5	2.0	2.0	9.85	15.54	0.00	0.62	
CERAMIC TILE FINISHER	All	BLD		32.77	32.77	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
ELECTRIC PWR EQMT OP	All	ALL		49.37	58.58	1.5	1.5	2.0	2.0	8.23	13.82	0.00	0.74	
ELECTRIC PWR GRNDMAN	All	ALL		33.54	58.58	1.5	1.5	2.0	2.0	7.76	9.40	0.00	0.51	
ELECTRIC PWR LINEMAN	All	ALL		54.95	58.58	1.5	1.5	2.0	2.0	8.40	15.39	0.00	0.82	
ELECTRIC PWR TRK DRV	All	ALL		35.21	58.58	1.5	1.5	2.0	2.0	7.81	9.86	0.00	0.53	
ELECTRICIAN	All	BLD		38.41	40.91	1.5	1.5	2.0	2.0	8.02	11.85	0.00	0.70	
ELECTRONIC SYSTEM TECH	All	BLD		34.08	37.08	1.5	1.5	2.0	2.0	7.25	11.27	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		51.01	57.39	2.0	2.0	2.0	2.0	16.02	20.21	4.08	0.65	
GLAZIER	All	BLD		37.95	39.95	1.5	1.5	2.0	2.0	7.45	12.57	0.00	0.68	
HEAT/FROST INSULATOR	All	BLD		40.18	41.18	1.5	1.5	2.0	2.0	11.04	13.25	0.00	0.85	
IRON WORKER	All	BLD		33.55	35.55	1.5	1.5	2.0	2.0	10.57	16.82	0.00	0.90	
IRON WORKER	All	HWY		34.92	36.67	1.5	1.5	2.0	2.0	10.57	18.16	0.00	0.90	
LABORER	All	BLD		30.23	31.48	1.5	1.5	2.0	2.0	7.25	19.13	0.00	0.80	
LABORER	All	HWY		30.67	31.42	1.5	1.5	2.0	2.0	7.25	19.62	0.00	0.80	
LATHER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		32.77	32.77	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
MARBLE MASON	All	BLD		34.29	34.29	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
MILLWRIGHT	All	BLD		33.60	35.85	1.5	1.5	2.0	2.0	9.20	20.44	0.00	0.74	
MILLWRIGHT	All	HWY		37.36	39.11	1.5	1.5	2.0	2.0	9.20	21.21	0.00	0.71	
OPERATING ENGINEER	All	BLD	1	39.41	41.02	1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	BLD	2	36.88	41.02	1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	BLD	3	33.00	41.02	1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	

OPERATING ENGINEER	All	BLD	4	41.02	41.02	1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	HWY	1	46.14		1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	HWY	2	41.14		1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	HWY	3	33.44		1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
OPERATING ENGINEER	All	HWY	4	47.64		1.5	1.5	2.0	2.0	11.45	12.50	0.00	2.50	
PAINTER	All	ALL		32.23	33.73	1.5	1.5	2.0	2.0	6.95	12.98	0.00	0.65	
PAINTER - SIGNS	All	ALL		32.23	33.73	1.5	1.5	2.0	2.0	6.95	12.98	0.00	0.65	
PAINTER OVER 30 FT.	All	ALL		33.23	34.73	1.5	1.5	2.0	2.0	6.95	12.98	0.00	0.65	
PAINTER PWR EQMT	All	ALL		33.23	34.73	1.5	1.5	2.0	2.0	6.95	12.98	0.00	0.65	
PILEDRIVER	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
PILEDRIVER	All	HWY		35.62	37.37	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.71	
PIPEFITTER	All	BLD		43.29	47.29	1.5	1.5	2.0	2.0	8.75	12.57	0.00	1.30	
PLASTERER	All	BLD		34.41	36.16	1.5	1.5	2.0	2.0	9.00	15.19	0.00	0.90	
PLUMBER	All	BLD		43.29	47.29	1.5	1.5	2.0	2.0	8.75	12.57	0.00	1.30	
ROOFER	All	BLD		32.21	35.31	1.5	1.5	2.0	2.0	10.40	11.41	0.00	0.50	
SHEETMETAL WORKER	All	BLD		37.37	41.17	1.5	1.5	2.0	2.0	9.55	16.19	0.00	0.83	1.90
SPRINKLER FITTER	All	BLD		43.45	46.45	1.5	1.5	2.0	2.0	10.55	14.22	0.00	0.52	
STONE MASON	All	BLD		34.61	36.34	1.5	1.5	2.0	2.0	9.80	14.70	0.00	0.89	
TERRAZZO FINISHER	All	BLD		32.77	32.77	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
TERRAZZO MASON	All	BLD		34.29	34.29	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
TILE MASON	All	BLD		34.29	34.29	1.5	1.5	2.0	2.0	9.00	11.95	0.00	0.40	
TRUCK DRIVER	All	ALL	1	39.96	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	2	40.54	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	3	40.86	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	4	41.21	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	ALL	5	42.32	44.32	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	1	31.97	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	2	32.43	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	3	32.69	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	4	32.97	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TRUCK DRIVER	All	O&C	5	33.86	35.46	1.5	1.5	2.0	2.0	14.02	7.14	0.00	0.25	
TUCKPOINTER	All	BLD		34.61	36.34	1.5	1.5	2.0	2.0	9.80	14.70	0.00	0.89	

Legend

Rg Region

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

C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations SANGAMON COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

ELECTRONIC SYSTEMS TECHNICIAN

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

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

length.

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

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

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

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work. TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical

Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*. CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such

special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

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

APPENDIX 3-6-B

MINORITY WORKFORCE GOALS

COUNTY	GOAL PERCENT	COUNTY	GOAL PERCENT
ADAMS	3.1	LEE	4.6
ALEXANDER	11.4	LIVINGSTON	18.4
BOND	11.4	LOGAN	4.0
BOONE	6.3	MACON	7.6
BROWN	3.1	MACOUPIN	11.4
BUREAU	18.4	MADISON	14.7
CALHOUN	11.4	MARION	11.4
CARROLL	3.4	MARSHALL	3.3
CASS	4.0	MASON	3.3
CHAMPAIGN	7.8	MASSAC	5.2
CHRISTIAN	4.0	MCDONOUGH	3.3
CLARK	2.5	MCHENRY	19.6
CLINTON	14.7	MCLEAN	2.5
COLES	4.8	MENARD	4.5
COOK	19.6	MERCER	3.4
CRAWFORD	2.5	MONROE	14.7
CUMBERBLAND	4.8	MONTGOMERY	11.4
DEKALB	18.4	MOULTRIE	4.0
DEWITT	4.0	OGLE	4.6
DOUGLAS	4.8	PEORIA	4.4
DUPAGE	19.6	PERRY	11.4
EDGAR	4.8	PIATT	4.8
EDWARDS	3.5	PIKE	3.1
EFFINGHAM	11.4	POPE	5.2
FAYETTE	11.4	PULASKI	11.4
FORD	4.8	PUTNAM	18.4
FRANKLIN	4.8	RANDOLPH	11.4
FULTON	3.3	RICHLAND	11.4
GALLATIN	3.5	ROCK ISLAND	4.6
GREENE	11.4	SALINE	3.5
GRUNDY	18.4	SANGAMON	4.5
HAMILTON	3.5	SCHUYLER	3.3
HANCOCK	3.4	SCOTT	4.0
HARDIN	5.2	SHELBY	4.0
HENDERSON	3.4	STARK	3.3
HENRY	4.6	STEPHENSON	4.6
IROQUOIS	18.4	ST. CLAIR	14.7
JACKSON	11.4	TAZEWELL	4.4
JASPER	11.4	UNION	11.4
JEFFERSON	11.4	VERMILLION	4.8
JERSEY	11.4	WABASH	3.5
JODA VIESS	0.5	WARREN	3.3
JOHNSON	11.4	WASHINGTON	11.4
KANE	19.6	WAYNE	11.4
KANKAKEE	9.4	WHITE	3.5
KENDALL	18.4	WHITESIDE	3.4
KNOX	3.3	WILL	19.6
LASALLE	18.4	WILLIAMSON	11.4
LAWRENCE	3.5	WINNEBAGO	6.3
LAKE	19.6	WOODFORD	4.4

Female workforce goals (all counties): 6.9 percent

SOURCE: Federal Register/Vol.45 No.194/Friday, October 3, 1990, Notices Pages 65987-65988

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

GENERAL SPECIFICATIONS

GENERAL CONDITIONS
PART I

101. DEFINITIONS

Whenever used in any of the Contract documents, the following meanings shall be given to the terms herein defined:

a. The term *"Contract"* means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I AND II form a part.

b. The term "*Local Public Agency"* means the CDAP grantee or in this instance, the (*name of local government*) which is authorized to undertake this Contract.

c. The term " *Contractor* " means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Contract.

d. The term "*Project Area* " means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

e. The term "*Engineer* " means _____, Engineer in charge, serving the Local Public Agency with architectural or engineering services, his successor, or any other person or persons, employed by said Local Public Agency for the purpose of directing or having in charge the work embraced in this Contract, the said Engineer acting directly or having in charge the work embraced in this Contract, the said Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.

f. The term "*Local Government*" means the town, village, city, county(ies) or other political subdivision of the State of Illinois within which the Project Area is situated.

g. The term "*Contract Documents*" means and shall include the following: Executed Contract, Addenda (*if any*), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Parts I and II, Special Conditions, Technical Specifications, and Drawings (*as listed in the Schedule of Drawings*).

h. The term "*Subcontractor*" means an individual, firm, or corporation having a contractual responsibility with the general contractor or with any other subcontractor for the performance of a part of the work at the site.

I. The term "*Drawings* " means the drawings listed in the Schedule of Drawings.

j. The term "*Technical Specifications* " means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

k. The terms "*Addendum* " or "*Addenda* " mean any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving Bids.

l. The term "*Secretary* " means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.

m. The term "*Department*" means the Illinois Department of Commerce and Economic Opportunity.

102. SUPERINTENDENCE BY CONTRACTOR

a. Except where the Contractor is an individual and gives his personal superintendence to the work, the contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. SUBCONTRACTS

a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a Non-Collusion Affidavit from the subcontractor in substantially the form shown on the following page and has received written approval of such subcontractor from the Local Public Agency.

b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.

c. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.

e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.

f. The Contractor shall not award work to Subcontractor(s) in excess of 50 percent of the contract price without prior written approval of the Local Public Agency.

104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

107. PROGRESS SCHEDULE

a. The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

b If a lump sum Contract Price is deemed advisable, the following paragraph should be added here:

COST BREAKDOWN - The Contractor shall submit to the Local Public Agency a breakdown of his estimated cost of all Site Preparation work, so arranged and itemized as to meet the approval of the Local Public Agency. The breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Local Public Agency the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

a. The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

Payment shall be made to the Contractor within 45 days of the Local Public Agency's (at the engineer's recommendation) approval of a partial pay request.

b. Monthly or partial payments made by the Local Public Agency to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Local Public Agency in all details.

c. If a lump sum contract price is deemed advisable, revise: the third sentence in paragraph (a.) under "*Partial Payments*" to read as follows:

The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices established in the COST BREAKDOWN and adjusted in accordance with the value of work completed to date on approved change orders.

2. Final Payment

a. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof. Final payment is also contingent upon the Local Public Agency's receipt of a complete set of "*as built* " drawings approved by the project engineer based upon information provided by the contractor.

b. If a *lump sum* Contract Price is deemed advisable, the following paragraph should be added here:

The amount of the final payment due the contractor shall be the lump sum shown in the Agreement or this sum as adjusted by approved change orders.

c. The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

d. Withholding of any amount due the Local Public Agency under Section 303, entitled Liquidated Damages, under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

a. The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his subcontractors or Material Dealers, or to withhold any moneys for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by Section 215 hereof.

109. CHANGES IN THE WORK

a. The Local Public Agency may make changes in the scope of work required to be performed by the Contractor under the Contract or making the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired unit prices specified in the Contract, provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than 25 percent (25%) in accordance with the Section entitled Unit Prices, under Instructions to Bidders.

d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than 25 percent (25%), the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

   1. If the proposal *is acceptable* the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and

   2. If the proposal is *not acceptable* and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus 15 percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

e. Each change order shall include in its final form:

   1. A detailed description of the change in the work.

   2. The Contractor's proposal (if any) or a confirmed copy thereof.

   3. A definite statement as to the resulting change in the Contract Price and/or time.

   4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

f. The procedures as outlined in this section for a unit price contract also apply in the case of a lump sum contract.

110. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

d. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 thereof.

111. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

a. *Right of the Local Public Agency to Terminate Contract*. In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the Local Public Agency may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Local Public Agency shall immediately serve notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract; provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the Local Public Agency may take over the work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor and the Contractor and his surety shall be liable to the Local Public Agency for any excess cost occasioned the Local Public Agency thereby, and in such event the Local Public Agency may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

b. *Liquidated Damages for Delays*. If the work is not completed within the time stipulated in Section 302 hereof, including any extension of time for excusable delays as herein provided, then the Contractor will pay to the Local Public Agency the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default. The Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.

c. *Excusable Delays*. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

2. To any acts of the Local Public Agency;

3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

4. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph “c”.

Provided, however, that the Contractor promptly notifies the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Local Public Agency shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor’s rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Policy Agency will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.

c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in _____ copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor for extension of the contract time shall be granted by reason of his failure in this respect.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing, and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds."

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as equal to any particular standard, the Engineer shall decide the question of equality.

b. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information

concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 thereof.)

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except after acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with the contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

c. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

d. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

2. The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;

3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

4. The Local Public Agency will pay all other expenses.

119. PERMITS AND CODES

a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Local Public Agency, or a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall, at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

120. CARE OF WORK.

a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in Section 109 hereof.

d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION

a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

d. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

123. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Local Public Agency, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the Local Public Agency and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall periodically, or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights-of-way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Local Public Agency and existing State and local regulations.

125. INSPECTION

a. All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof.) All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Contractor shall notify the Local Public Agency sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency.

d. Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

e. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents, shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

126. REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representatives and agents and the Representative for the Secretary, and representatives of the department shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

127. FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

128. DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.

129. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Local Public Agency, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

a. *Compensation Insurance*: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

b. *Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance*: The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Special Conditions.

c. *Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance*: The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Conditions specified in subparagraph (b) hereof.

d. *Scope of Insurance and Special Hazards*: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.

e. *Builder's Risk Insurance* (*Fire and Extended Coverage*): Until the project is completed and accepted by the Local Public Agency, the Local Public Agency, or Contractor (at the Local Public Agency's option as indicated in the Special Conditions) is required to maintain Builder's Risk Insurance (*fire and extended coverage*) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Local Public Agency, the Contractor, and subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (*fire and extended coverage*) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his surety shall be obligated to full performance of the Contractor's undertaking.

f. *Proof of Carriage of Insurance*: The Contractor shall furnish the Local Public Agency with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "*The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Local Public Agency*."

130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, specifically stipulated in the Technical Specifications.

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of _____ months from the date of final acceptance of the work. (Indicate in the preceding blank the number of calendar months over which the guaranty will extend. This period of time should be determined in line with the character of the improvements and local practice in this respect.)

The Local Public Agency will give notice of defective materials and work with reasonable promptness.

133. COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

1. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

2. He will comply with all requirements of Section 114 of the Clean Air Act as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations & guidelines issued thereunder.

3. He will promptly notify the owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

4. He will include or cause to be included the provisions of paragraphs (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

134. EQUAL EMPLOYMENT OPPORTUNITY

1. If the contract amount is $10,000 or less, the following conditions shall apply:

   During the performance of this contract the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.

   b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). *(Applicable to contracts/subcontracts exceeding $10,000.)*

   a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

   b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area.

Timetables	Goals for Minority participation for each trade	Goals for female participation in each trade
	Insert goal as found in Appendix 3-6-B	6.9%

   These goals are applicable to all the Contractor's construction work (*whether or not it is federal or federally assisted*) performed in the covered area.

   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal

Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (*insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any*).

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246), definitions:

a. As used in these specifications:

i. "*Covered area*" means the geographical area described in the solicitation from which this contract resulted;

ii. "*Director*" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

iii. "*Federal Employer Identification Number*" (FEIN) means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

iv. "*Minority*" includes:

Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The Contractor shall implement the specific affirmative action standards provided in paragraphs 3a through 3p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    i. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    ii. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    iii. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

iv. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

v. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 3b above.

vi. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

vii. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

viii. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

ix. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

x. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

xii. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

xiii. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

xiv. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

xv. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (*3a through p*). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the contractor's non-compliance.

i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the

Executive Order if a particular group is employed in a substantially disparate manner (*for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized*).

j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 3 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

n. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status *(e.g., mechanic, apprentice, trainee or laborer),* dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents *(e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)*.

135. SECTION 504 OF THE REHABILITATION ACT OF 1973 (If $2,500 or Over)

Affirmative Action for Workers With Disabilities

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, adverting, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees with disabilities and applicants for employment, and the rights of applicants and employees.

4. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment individuals with disabilities.

5. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

136. SECTION 402 VETERANS OF THE VIETNAM ERA (If $10,000 or Over)

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contract other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

   State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (4) and (5).

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance or referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

4. The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this Contract clause.

6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

7. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

8. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

9. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

10. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

11. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

137. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

138. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

Any contract or subcontract awarded by a recipient or contractor shall include the following clause (referred to as a Section 3 clause):

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and-moderate income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. The parties to this contract will certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice.

   The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those of whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in termination of this contract for default or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

139. NONSEGREGATED FACILITIES

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that prior to award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certifications in his files.

140. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contractor to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

2. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or

responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include the provisions of paragraphs (1) and (2) in every Subcontract so that such provisions will be binding upon each Subcontractor

141. AMERICANS WITH DISABILITIES ACT

Title II of the Americans with Disabilities Act specifically requires that all newly constructed or altered streets, roads, highways, and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways [28 CFR 35.151(e)].

GENERAL SPECIFICATIONS

GENERAL CONDITIONS
PART II

(Federal Labor Standards Provisions)

200. SEE ATTACHMENT - 2 CFR Ch. II (1–1–14 Edition) Pt. 200, App. II

201. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

202. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (**a copy of which is attached and herein incorporated by reference**), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

203. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to funds/or programs for any type of fringe benefit prescribed in the applicable wage determination.

204. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

205. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 State. 357-360: Title 40 U.S.C., Sections 327-332)

a. *Overtime Requirements*. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

b. *Violation: Liability for Unpaid Wages Liquidated Damages*. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

c. *Withholding for Liquidated Damages*. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

d. *Subcontracts*. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

206. APPRENTICES AND TRAINEES

a. *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in paragraph 2, below, or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeymen hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

b. *Trainees*. Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. *Equal Employment Opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

207. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

208. REGULATIONS PURSUANT TO SO-CALLED COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the Copeland Anti-Kickback Act (Title 40 U.S.C., Section 276c), and any amendment or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractor thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerance, and exemptions from the requirements thereof.

209. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

210. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the fringe benefit expressed as an hourly cash equivalent cannot be determined, the Local Public Agency shall refer its recommendation through HUD to DOL for determination.

211. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

212. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

213. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

214. QUESTIONS CONCERNING FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

215. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with the instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address

of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a) (iv) of Title 29. Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

216. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

217. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

218. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

219. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

INSURANCE REQUIREMENTS

A. GENERAL

1. Contractor shall purchase and maintain at his expense insurance of such types and in such amounts as are specified herein to protect Contractor, and Owner from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by Contractor or any subcontractor or for whose acts Contractor or any subcontractor may be legally liable.

2. Such insurance shall cover claims for damage because of bodily injury or death to Contractor's employees including claims brought under:

   2.1 Workmen's Compensation laws.

   2.2 Disability Benefit laws.

   2.3 Occupational Sickness or Disease laws.

   2.4 Other similar employee benefit laws.

3. Such insurance shall also cover claims for damages because of personal injury, bodily injury, sickness, disease, or death of any person or persons other than Contractor's employees, and claims arising out of destruction of property including loss of use thereof.

4. Contractor shall also purchase and maintain at his expense all property insurance of such types and in such amounts as are specified herein to protect Contractor and Owner for loss arising from damage to the Work and Equipment and Materials to be incorporated in the Work.

5. If Contractor requests in writing that any insurance not specified to be furnished by Owner be included in any property insurance specified to be furnished by Owner, Owner shall if possible, provide such insurance and the cost thereof shall be charged to Contractor by appropriate Change Order.

6. Failure of Contractor to maintain proper insurance coverage will not relieve him of any contractual responsibility or obligation.

7. If part of the Work is to be subcontracted, Contractor shall either cover any and all subcontractors in his insurance policies or require each subcontractor not so covered to obtain insurance of the same type and with the same limits as the Contractor is required to carry hereunder which will protect the subcontractor, Contractor, and Owner against all applicable hazards or risks of loss designated herein.

8. Any payment of an insured loss under policies of property insurance including but not limited to the insurance required by Paragraphs B 6, 7, and 8 of this section shall be made payable to Owner as Trustee for the insured as their interest may appear. Owner, as Trustee, shall have the power to adjust, settle, and make payments or other restrictions thereon, unless one of the parties interest objects in writing to the Owner within five (5) days after the occurrence of such loss to the Owner's exercise of this power. In the event of such objection, arbitrators shall

be chosen in accordance with the Supplemental General Conditions of this Contract, and Owner, as Trustee, shall make such payment only in accordance with such arbitrators' decision unless all parties in interest reach an agreement in writing as to how such payment should be made.

9. Owner and Contractor hereby waive all rights against each other for damages arising out of an insured loss under policies of property insurance, including but not limited to the insurance required items by Paragraphs B 6, 7, and 8 of this section. Contractor shall require all subcontractors to provide a similar waiver in favor of Contractor and Owner.

10. The party responsible hereunder to procure insurance shall provide the other party hereunder a copy of the policy or a certificate of insurance in a form satisfactory to Owner. Such policy or certificate shall provide that thirty (30) Days Written Notice be given to the other party prior to any Material change or cancellation of the insurance. No work shall be commenced under this Contract until all such policies and certificates have been so provided.

B. FORMS AND LIMITS OF COVERAGE REQUIRED

1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1.1 Contractor, at his sole expense, shall comply with all requirements of the Worker's Compensation laws of the States in which work is performed hereunder and shall furnish evidence of such compliance to Owner. Contractor, at his sole expense, agrees to carry Employer's Liability Insurance covering all operations and work hereunder. All insurance purchases pursuant to this paragraph shall include an "All States" endorsement.

1.1.1 The limits of all insurance purchased pursuant to this paragraph shall be not less than:

1.1.1.1 Workmen's Compensation – Statutory

1.1.1.2 Employer's Liability - $1,000,000 each person.

2. Comprehensive Automobile Insurance

2.1 Contractor, at his sole expense, agrees to carry Comprehensive Automobile Insurance covering all vehicles owned, hired, or non-owned, licensed or not licensed, used in the operations and work hereunder.

2.2 The limits of this insurance shall be not less than:

2.2.1 Bodily Injury -- $1,000,000 each person,

$1,000,000 each occurrence

2.2.2 Property Damage -- $1,000,000 each occurrence

2.2.3 Indemnified Parties shall be Named Additionally Insured on this insurance with respect to all claims arising out of the operations or work hereunder.

3. Comprehensive General Liability Insurance

3.1 Contractor, at his sole expense, agrees to carry Comprehensive General Liability Insurance covering all operations and work hereunder whether performed by Contractor, subcontractor, or any agent, servant, worker, or employee of Contractor or subcontractor or any other person, firm, or corporation for whose acts Contractor or subcontractor may be liable.

3.2 This insurance shall include Contractual Liability coverage and shall specifically refer to this Contract and shall specifically cover the liability assumed hereunder by Contractor.

3.3 The Property Damage Liability coverage under this policy shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. This policy shall provide Broad Form Property Damage coverage.

3.4 This insurance shall include Independent Contractors Protective Liability coverage.

3.5 This insurance shall include Products and Completed Operations coverage. Contractor shall continue this coverage in full force and effect for a period of at least one (1) year after the date of the final acceptance of the work hereunder by the Owner.

3.6 This policy shall include Personal Injury Liability insurance.

3.7 The limits of this insurance shall be not less than the following:

3.7.1 Bodily Injury -- $1,000,000 each occurrence,

3.7.2 Property Damage -- $1,000,000 each occurrence,

$1,000,000 each aggregate

3.8 Indemnified Parties shall be Named Additionally Insured on this insurance with respect to all claims arising out of the operations or work hereunder.

4. At the option of Contractor, the coverage's and minimum limits as required in Paragraph 4.02 B.1, 2, and 3 above may be furnished by use of an "Umbrella Liability Insurance Policy".

5. Owner's Protective Liability Insurance

5.1 Contractor, at his sole expense, shall purchase Owner's Protective Liability Insurance. This insurance shall be maintained in full force and effect for the duration of the Contract, by Contractor and shall name Owner as the Named Insured.

5.2 This insurance shall have the same limits of liability as the Comprehensive General Liability Insurance and shall protect Owner against any and all claims and liabilities for injury to or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, the negligent acts or omission of Contractor or subcontractors or any agent, arising from the operations or work hereunder.

5.3 This insurance may be provided by endorsement to Contractor's Comprehensive General Liability Insurance policy.

6. Property Insurance(Builder's Risk)

6.1 Unless otherwise provided, Contractor shall assume all risk of loss or damage to the Equipment and Materials prior to acceptance of delivery by Owner at the Point of Delivery; and shall purchase and maintain insurance on the Equipment and Materials during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage, and such other perils as Contractor deems appropriate.

6.2 The amount of such insurance shall be not less then 100% of the insurable value of the work at completion less the value of equipment and materials insured under Installation Floater Insurance.

6.3 If the work does not include the construction of structures, this Builder's Risk Insurance may be omitted providing the Installation Floater Insurance, as specified herein, fully covers all work.

6.4 Contractor shall list Owner as additional insured by endorsement on the above policies. There shall be a thirty (30) day notification of cancellation or modification of said policies to Owner.

7. Installation Floater Insurance (if applicable)

7.1 Installation Floater Insurance shall be furnished by Contractor to insure and protect Contractor and Indemnified Parties from all insurable risks of physical loss or damage to Equipment and Materials not otherwise covered under Builder's Risk Insurance, in warehouse or storage areas, during installation, during testing, and after the Work is completed until final acceptance of the entire Work by Owner regardless of any acceptance or use of portions of the Work prior to completion of the Contract. Such insurance shall be written on an All Risk basis including flood and surface water damage and collapse.

7.2 Coverage shall be for an amount not less than 100% of the value of the Work at completion, less the value of Equipment and Materials insured under Builder's Risk Insurance. Such value shall include the aggregate value of the Equipment and Materials furnished by Contractor plus items that are to be erected or installed by Contractor, and not otherwise insured under Builder's Risk Insurance.

7.3 The coverage shall include the aggregate value of the Equipment and Materials furnished by Contract.

7.4 Installation Floater Insurance shall also provide for losses, if any, to be adjusted with and made payable to Owner for distribution to Owner and others as their interest may appear.

7.5 Equipment and Materials furnished by Owner or others under separate Contract for installation by Contractor, and Equipment and Materials furnished by Contractor shall be insured under Installation Floater Insurance

when the aggregate value of such Equipment and Materials exceeds $10,000.

7.6 Certificates of this insurance shall be provided. Owner reserves the right to request a copy of the insurance policy.

8. Operating Hazards Insurance

8.1 Owner shall provide insurance to cover operating hazards on facilities not insured under Installation Floater policies, and it shall be placed in force prior to preliminary tests of Equipment, wiring, piping which are involved with such risks.

9. Transit Insurance

9.1 Transit Insurance shall be furnished by Contractor in insure and protect Contractor and Indemnified Parties from all risks and physical loss or damage to equipment and material, not otherwise covered under other policies, during transit from point of origin to the site of installation or erection.

9.2 This insurance shall be written on an All Risk basis with additional coverage's applicable to the circumstances that may occur in the particular work included in this Contract.

9.3 This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time.

10. Waiver of Rights

10.1 Owner and Contactor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to Paragraph 4.02 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, Owner's consultants and all other parties named as insurers in such policies for losses and damages so caused, As required by paragraph ARTICLE-6, 5.6 each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Owner's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

10.2 Owner and Contractor intend that any policies provided in response to Paragraph 4.02 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if such waiver forms are required of any Subcontractor, Contractor will obtain the same.

SECTION 01 10 00 - PROJECT SUMMARY

PART 1 - REQUIREMENTS INCLUDE

1.1 Remodeling of restrooms and kitchenette, including new fixtures, flooring, partitions, countertops, and painting. New flooring in areas indicated on the drawings. The existing facility will remain open during construction. Temporary barriers shall be provided between phases.

1.2 DEFINITIONS. The following terms are used throughout the contract documents. The work will be governed in accord with the definitions.

A. Fabricated: Fabricated pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.

1. Manufactured: Manufactured means standard units, usually mass produced by an established manufacturer of the respective item.
2. Provide: Provide means furnish and install.
3. Shop fabricated or shop made: Shop fabricated or shop made refers to items made by the contractor in their own shop.

1.3 INSURANCE, DESIGNATED PURCHASER. General Contractor purchase and maintain Builders Risk Insurance in accord with the General Conditions.

A. CONTRACT

1. Construct project under single Contract.
2. The General Contractor is responsible for acquiring a city building permit and all additional permits required.

1.4 PRODUCTS

A. Products furnished by others: No Asbestos Containing Materials, Lead Paint, or other Hazardous Materials shall be furnished.

1. Products furnished by General Contractor, described in specifications:
   a. No Asbestos Containing Materials, Lead Paint, or other Hazardous Materials shall be furnished.
2. Purchaser's duties: (Note: Purchaser is defined as an individual who acquires products for a construction project.)
   a. Schedule delivery date with supplier in accord with approved construction schedule.
   b. Obtain installation drawings and instructions. Deliver to Contractor.

c. Submit claims for transportation damages.
d. Arrange guarantees, warranties.

3. Contractor's duties:
   a. Designate specific delivery date for each product in approved construction schedule.
   b. Promptly inspect all delivered products, report damaged or defective items.
   c. Handle at site, including unloading, uncrating, and storage.
   d. Protect from damage.
   e. Repair or replace items damaged as a result of Contractor's operations.
   f. Install, connect, finish products.
4. This project is tax exempt. Owner will provide the awarded contractor their tax exempt number.

B. CONTRACTOR USE OF PREMISES

1. Confine operations at site to areas permitted by:
   a. Law.
   b. Permits.
   c. Contract.
2. Do not unreasonably encumber site with materials or equipment.
3. Do not load structure with weight that will endanger structure.
4. Assume full responsibility for protection and safekeeping of products stored on premises.
5. Move all stored products or equipment which interfere with operations of Owner or other contractors.
6. Obtain and pay for use of additional storage or work area needed for operations.
7. Contractors will provide reasonable access to the site and shall not prohibit nor interfere with lawfully conducted inspections or site visits by properly identified representatives of regulatory agencies or collective bargaining units.
8. Fire Protection:
9. Fires: Contractor shall prohibit the lighting of fires about the premises and use due diligence to see that such prohibition is enforced. Debris and waste materials shall not be burned at the construction site but shall be promptly removed to prevent the accumulation of combustibles on the site or within the building.
10. Welding and Cutting: It shall be the responsibility of each Contractor to take precautionary measures to prevent fire.
11. Heaters: The heaters in Contractor's job offices shall be properly installed to protect combustible walls, floor and roof. Salamander heaters or other types of open flame heaters shall not be used except with the special permission of the Architect/Engineer and then only when such salamanders or open flame heaters are maintained under constant supervision.
12. Flammables: Gasoline and other fuels shall be kept and handled in accord with NFPA and in UL Listed and Labeled safety cans and shall be stored away from hazardous work areas.

C. TEMPORARY UTILITIES

1. General Contractor provide:

a. Telephone service and telephones for construction communication. (Mobile service is acceptable)
b. Temporary lighting (work, security, safety, and lamps).
c. Temporary ventilation.

D. BARRIERS

1. General contractor provide and maintain:

E. Barrier to prevent unauthorized entry, and to protect the work, existing facilities and utilities, trees and plants from construction operations.

F. Remove all barricades and fencing when no longer needed, at completion of project or as directed by the architect.

END OF SECTION 01 10 00

SECTION 01 29 73 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contractor's Documents.

B. Breakdown contracts by labor and material.

C. Indicate name of subcontractor/suppliers for each contract

D. Show all contracts totaling $1,000 minimum.

E. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and in Division 1 of these Specifications.
2. Schedule of Values is required to be compatible with the Affidavit accompanying applications for payment.

1.2 QUALITY ASSURANCE

A. Use required means to assure arithmetical accuracy of the sums described.

B. When so required by the Architect, provide copies of the subcontracts or other data acceptable to the Architect, substantiating the sums described.

1.3 SUBMITTALS

A. Within 10 days after the pre-construction meeting, the Contractor shall submit a proposed Schedule of Values to the Architect.

B. Monthly certified payroll forms for every worker on the project must be submitted with each pay application.

C. Meet with the Architect and determine additional data, if any, required to be submitted.

D. Secure the Architect's approval of the Schedule of Values at least 10 days prior to submitting the first application for payment.

END OF SECTION 01 29 73

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor: Submit master schedule to Architect within 10 business days after preconstruction meeting. Maintain, coordinate and distribute schedule.

B. General Contractor: Revise schedule monthly.

C. Coordination:

1. Schedules of subcontractors will be available for inspection.
2. Coordinate schedules with subcontractors.
3. General Contractor will resolve conflicts among schedules of various contractors.

D. RELATED REQUIREMENTS

1. Specified elsewhere:
   a. 01 10 00 - Project Summary.
   b. 01 29 73 - Schedule of Values
   c. 01 33 23 - Shop Drawings, Product Data, and Samples.

E. FORM OF SCHEDULES

1. Prepare a standard horizontal bar chart.
   a. Provide separate horizontal bar column for each class of work, activity or long-lead equipment item.
   b. Columns should follow table of contents of Project Manual.
   c. Identify each column:
      1) By major specification section number.
      2) By distinct graphic delineation.
   d. Horizontal time scale: Identify first work day of each month.
   e. Scale and spacing: To allow space for updating.
2. Sheet size:
   a. Minimum: 8-1/2" x 11"
   b. b.Maximum: 11" x 17"

F. CONTENT OF SCHEDULES

1. Indicate complete sequence of construction by activity.
   a. Shop drawings, product data and samples: In accordance with 01 33 23
      1) Submittal dates.
   b. Dates when reviewed copies will be required.

1) Decision dates for: Selection of finishes.
2) Product procurement date, fabrication time and delivery dates.
3) Dates for beginning, and completion of, each element of construction.

2. Identify work on separate floors, on separate phases, or other logically grouped activities.
3. Indicate cumulative percentage of work completed as of first day of every month.
4. Furnish separate schedule, showing submittals, review items, procurement schedules, and delivery dates.
5. Define critical portions of entire schedule.

G. UPDATING

1. Update monthly. Indicate:
   a. Progress of each activity since previous submission.
   b. Projected completion dates for all activities.
   c. Activities modified since previous submission.
2. Compare projected completion dates to previous submission. State when behind, on, or ahead of previous projection.
3. Include:
   a. Major changes in scope.
   b. Revisions in duration of activities.
   c. Other identified changes.
4. Furnish narrative report, including:
   a. Discussion of problem areas, including current and anticipated delay factors, and their impact.
   b. Corrective action taken, or proposed and its effect.
   c. Description of revisions.
   d. Effect of change on schedules of other contractors:
      1) Effect on schedule due to change in scope.
      2) Other changes that may affect schedule.

H. SUBMITTALS

1. Submit initial schedules within 10 business days after date of preconstruction meeting.
   a. Architect will review schedules and return review copy within 10 business days after receipt.
   b. When directed, resubmit within five business days after return of reviewed copy.
2. Submit monthly updated schedules accurately depicting progress to first day of each month.
3. Submit the number of copies required by Contractor, plus two copies to be retained by Architect and two copies to the Owner.

I. DISTRIBUTION

1. Distribute copies of approved schedules to:
   a. job site file.
   b. Contractor.

c. Subcontractors and suppliers on as-needed basis.
d. Architect/Engineer.
e. Owner.

2. Instruct recipients to report inability to comply with projected completion dates, and to furnish a detailed explanation together with suggested remedies.

END OF SECTION 01 32 16

SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor to make submittals to Architect.

B. General Contractor:

1. Review Subcontractor's submittals within 5 business days.
   a. Verify field dimensions.
   b. Verify compliance with Contract requirements
2. Certify review.
3. Transmit reviewed submittals to Architect.

1.2 DEFINITIONS

A. Shop Drawings: Shop drawings are original drawings prepared by the Contractor, subcontractor, subsubcontractor, supplier or distributor, which illustrate some portion of the work, showing fabrication, layout, setting or erection details as follows:

1. Prepared by qualified detailer.
2. Identify details by reference to sheet and detail numbers shown on contract documents.
3. Maximum sheet size: 36 x 24 inches.

B. Product data:

1. Manufacturer's standard schematic drawings, edited to fit this project.
2. Manufacturer's catalog sheets, brochures, diagrams schedules, performance charts, illustrations and other standard descriptive data.
   a. Clearly mark each copy to identify pertinent materials, products or models.
   b. Show dimensions and clearances.
   c. Show wiring diagrams and controls.

C. Samples: Physical samples to illustrate materials, equipment or workmanship. Approved samples establish standards by which complete work is judged. Maintain at site as directed. Protect until no longer needed.

1. Samples: Of sufficient size to clearly illustrate:
   a. Functional characteristics of product or material, with integrally related parts and attachment devices.
   b. Full range of color samples.
   c. After review, samples may be used on construction of project.

1.3 EXHIBIT SUBMITTAL

A. Submit all exhibits within 15 business days after the preconstruction meeting.

B. Submit number of copies of shop drawings, product data and samples which the contractor requires for their distribution plus three copies which will be retained by Architect.

C. Submit number of samples specified in respective specification sections.

D. Accompany submittals with transmittal letter, in duplicate, containing:

1. Date.
2. Project title number.
3. Contractor's name and address.
4. The number of shop drawings, product data and samples submitted.
5. Notification of deviations from Contract.
6. Other pertinent data.

E. Submittals shall include:

1. Date and revision dates.
2. Project title and number.
3. Names of:
    a. Architect.
    b. Subcontractor.
    c. Subsubcontractor.
    d. Supplier.
    e. Manufacturer.
    f. Separate detailer when pertinent.
4. Identification of product or material.
5. Relation to adjacent structure or material.
6. Field dimensions, clearly identified as such.
7. Specification section and page number.
8. Specified standards, such as ASTM number or ANSI.
9. A blank space, 4 x 5 inches, for Architect/Engineer's stamp.
10. Identification of previously approved deviations from contract documents.
11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract.

1.4 RESUBMISSION REQUIREMENTS

A. Resubmit all shop drawings, product data, and samples as requested by the Contractor and/or Architect.

1.5 RESPONSIBILITIES

A. Review shop drawings, product data and samples prior to submission to the next level of authority.

B. Verify:

1. Field dimensions.
2. Field construction criteria.
3. Catalog numbers and similar data.

C. Coordinate each submittal with requirements of:

1. The work.
2. The contract documents.

D. Contractor's responsibility for errors, omissions or deviation from contract documents in submittals is not relieved by Architect’s review of submittals.

E. Prior to submission, notify Architect and Owner in writing of all proposed deviations in submittals from contract requirement. Substitution of materials or equipment may only be approved by change order.

F. Do not begin any work which requires submittals without Architect's approval.

G. After Architect's review, make response required by Architect's stamp and distribute copies. Indicate by transmittal that copy of approved data has been delivered to the installer.

1.6 ARCHITECT/ENGINEER'S DUTIES

A. Review submittals within 10 business days.

B. Review for:

1. Design concept of project.
2. Compliance with contract documents.
    a. Review all requests for proposed deviations. Obtain Owner's concurrence and respond to Contractor's request.
    b. Affix stamp, date and initials or signature certifying to review of submittal, and with instructions for contractor responses.
    c. Return submittals to sender for response or distribution.

END OF SECTION 01 33 23

SECTION 01 41 00 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor shall comply with all laws, rules and regulations governing the work.

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

1.2 DEFINITIONS AND ABBREVIATIONS

A. Definitions:

1. Dates: Reference Codes, Regulations and Standards are the issue current at date of bidding documents unless otherwise specified.
2. Codes: Codes are rules, regulations or statutory requirements of government agencies.
3. Standards: Standards are requirements set by authorities, custom or general consent and established as accepted criteria.

B. Abbreviations:

1. AGCI - Associated General Contractors in Illinois.
2. ANSI - American National Standards Institute.
3. ASHRAE - American Society of Heating, Refrigeration and Air Conditioning Engineers.
4. ASME - American Society of Mechanical Engineers.
5. ASTM - American Society for Testing and Materials.
6. FM - Factory Mutual Engineering Corp.
7. IDPH - Illinois Department of Public Health.
8. IEPA - Illinois Environmental Protection Agency.
9. ISPE - Illinois Society of Professional Engineers.
10. NFPA - National Fire Protection Association.
11. OSFM - Office of State Fire Marshal.
12. UL - Underwriters Laboratories, Inc.

1.3 QUALITY ASSURANCE.

A. Architect/Engineer has designed the project with knowledge of code requirements and has copies of all specified codes available for Contractor's inspection.

B. General Contractor:

1. Ensure that copies of specified codes and standards are readily available to Contractor's personnel. Copies are available at the Contractor's expense from source or publisher.
2. Ensure that Contractor's personnel are familiar with workmanship and installation requirements of specified codes and standards.

1.4 REGULATORY REQUIREMENTS

A. Source and requirements:

1. ADA:
   a. Americans with Disabilities Act, 2010.
2. Life Safety Code, NFPA 101, 2003
3. International Code Council
   a. International Building Code, 2012
   b. International Mechanical Code, 2012
   c. International Energy Conservation Code, 2015
4. City of Springfield:
   a. Zoning Ordinance, latest.
5. CDB:
   a. Illinois Accessibility Code, latest.
   b. 2010 ADA standards for accessible design Department of Justice
6. FED: CPSC: Architectural Glazing Materials, as amended 1981.
7. IDPH:
   a. Illinois State Plumbing Code, 2014.
   b. Illinois Asbestos Abatement Act (Illinois Revised Statutes, ch. 122, par. 1401 et. seq.).
   c. Rules and Regulations for the Asbestos Abatement Act - Title 77, ch. I subch. p. part 855.
8. IEPA: Current editions at date of bidding documents.
   a. Air Pollution Standards.
   b. Noise Pollution Standards.
   c. Water Pollution Standards.
   d. Public Water Supplies.
   e. Solid Waste Standards.
9. OSFM:
   a. Gasoline and Volatile Oils (Illinois Revised Statutes, ch. 171/2, par. 31 et. seq.
   b. Illinois Rules and Regulations for Fire Prevention and Safety, NFPA 101-1985.
10. SOS:

a. Ramp on All New or Reconstructed Curbs for Persons Using Wheelchairs. (Illinois Revised Statutes, ch. 24, "Illinois Municipal Code", Sec. 11-80-11. Public Act 78-322, as amended.)
b. Lead Poisoning Prevention Act, as amended (Illinois Revised Statutes, ch. 111-1/2 par 1301 et. seq.).

11. STANDARDS:
    a. AGCO/ISPE: Standard Specifications for Water and Sewer Main Construction in Illinois, Revised.
    b. ANSI No. C-2, National Electrical Safety Code, 1990 Edition.
    c. ASHRAE No. 62, Standard for Natural and Mechanical Ventilation.
    d. ASHRAE No. 90, Energy Conservation in New Building Design.
    e. International Mechanical Code, 1996.
    f. ASME A17.1, Safety Code for Elevators and Escalators.
    g. AWWA: Water and Sewer Main Construction.
    h. International Mechanical Code, 1996.
    i. NFPA:
        1) National Fire Codes 16 volume set.
        2) National Electrical Code, 2011.

B. The Architect/Engineer or Owner may reference other codes or standards throughout the Project Manual when deemed appropriate for proper compliance with regulatory requirements.

END OF SECTION 01 41 00

SECTION 01 56 23 - TEMPORARY BARRICADES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor:

1. Provide and maintain additional suitable barriers to prevent unauthorized entry and protect the work from construction operations.
2. Remove when no longer needed, at completion of the work or as directed.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01 10 00 - Project summary.

PART 2 - PRODUCTS

2.1 MATERIALS. Materials may be new or used, suitable for purpose. Comply with specified codes.

2.2 BARRIERS: Materials at Contractor's option, appropriate for purpose.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install facilities of a neat and uniform appearance.

B. Maintain barriers during entire construction period.

C. Relocate barriers as construction progresses.

3.2 REMOVAL

A. Remove at completion of related work.

B. Clean and repair damage caused by installation, and clean the area to original condition.

END OF SECTION 01 56 23

SECTION 01 66 00 - PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor and subcontractor provide and maintain:

1. Storage for materials and equipment to be installed in Project.
2. Protection and security for stored materials and equipment, on and off site.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01 10 00 - Project Summary.
2. 01 32 16 - Construction Progress Schedule.
3. 01 33 23 - Shop Drawings, Product Data, And Samples.

1.3 OFF-SITE AUTHORIZATION.

Payment for materials/equipment stored off-site will be permitted only on Architect/Engineers authorization in accord with General Conditions.

1.4 SUBMITTALS.

A. In accordance with 01 66 00, submit:

1. Request for allocation of storage space.
2. List of materials and equipment to be stored.
3. Proposed location for storage.
4. Special storage requirements.
5. Schedule of anticipated storage dates.

PART 2 - PRODUCTS

2.1 MATERIALS, EQUIPMENT. May be new or used, but shall be serviceable, adequate for purpose, and shall not create unsafe conditions or violate applicable codes.

2.2 PROTECTIVE MATERIALS

A. For duration of storage period, provide materials which will provide proper protection against the elements or other harmful environmental conditions. Materials may be new or used at contractor's option, but shall be:

1. Sufficient strength and durability for intended use.
2. Recommended by manufacturer of products or equipment to be protected.
3. Non-staining.
4. Non-hazardous.

PART 3 - EXECUTION

3.1 LOCATION.

A. Where shown on drawings, or where authorized by the owner.

B. General Contractor will resolve conflicts in storage requirements of all subcontractors.

3.2 LIMITATIONS

A. Do not exceed capacity of structure.

B. Do not inhibit use of:

1. Fire exits.
2. Fire lanes.
3. Parking.
4. Work of other contractors.

C. Store combustible materials in accord with specified regulations.

3.3 PROTECTION

A. Protect all products and equipment from damage.

END OF SECTION 01 66 00

SECTION 01 70 00 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor:

1. Building Commissioning.
2. Substantial completion.
3. Final completion.
4. Closeout submittals.
5. Application for final payment.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 08 71 00 – Door Hardware

1.3 BUILDING COMMISSIONING

A. General Contractor:

1. Conduct a thorough and systematic performance test of each individual element, subsystem, and total system, in the presence of the Architect and Owner. Test shall demonstrate that all systems and components produce operation which, in all reasonable respects, complies with the requirements of the Contract Documents. Test all control, alarm, and specialty systems integral to or necessary for the proper functioning of the building.
2. Performance and operational testing of major mechanical and electrical equipment, including efficiency test.
3. Correct or adjust all deficiencies in operation noted during testing and re-test.
4. Demonstrate after correction as in C.1.a.

B. Architect

1. Witness and record performance tests to assure that all testing, balancing, adjustments, and corrections have been completed for each contractor.
2. Verify that each system is operating, in all reasonable respects, in the manner specified.

1.4 SUBSTANTIAL COMPLETION

A. When General Contractor considers work substantially complete; and after building commissioning and training, submit written declaration to Architect that work, or designated portion thereof, is substantially complete. Include list of items to be completed or corrected.

B. Prior to preliminary substantial completion and inspection:

1. Submit:
    a. Operating and Maintenance Data.
    b. Guarantees, Warranties and Bonds.
    c. Shop Drawings.

C. Architect will make a preliminary inspection within seven business days after receipt of Contractor's declaration.

D. Upon determining that work is substantially complete, Architect will:

1. Prepare a punch list of items to be completed or corrected, as determined by the inspection.
2. Prepare and process a certificate of substantial completion, containing:
    a. Date of substantial completion.
    b. Punch list of items to be completed or corrected.
    c. Copy of Architect's Record of Building Commissioning by each contractor.
    d. Date and time Owner will take occupancy of the project.
    e. Responsibilities of Owner and Contractor for:
        1) Insurance.
        2) Utilities.
        3) Operation and maintenance of mechanical, electrical, and other systems.
        4) Maintenance and cleaning.
        5) Security.
    f. Signatures of Contractor, Owner, and Architect.

E. General Contractor:

1. Complete all work listed for completion or correction within designated time.
2. Perform final cleaning in accord with 01 74 23.

F. Owner will occupy project or designated portions thereof under provisions stated in certificate of substantial completion.

G. At time of inspection, should substantial completion not be certified, complete the work and resubmit declaration in accord with D.1.

1.5 FINAL COMPLETION.

A. General Contractor:

1. Submit written declaration to Architect that:
   a. Work complies with all aspects of Contract Documents.
   b. All items on substantial completion punch list have been completed or corrected.
   c. All adjustments to materials, equipment, or systems are complete.
   d. All tools, construction equipment and surplus materials have been removed from site.

B. Architect will make final inspection with Contractor to ensure completion of all contract requirements.

C. When the Architect and the Owner considers that all work is finally complete in accord with contract document requirements, they will prepare and process closeout documents.

1.6 CLOSEOUT SUBMITTALS.

A. General Contractor submit:

1. Evidence of compliance with requirements of the Contract Documents:
   a. Certificates of Inspection for Fire Protection and Electrical.
2. Paid utility bills.

1.7 APPLICATION FOR FINAL PAYMENT

A. Contractor submit duly executed:

1. Final invoice.
2. Contractor's final declaration.
3. Separate releases of waivers of liens for all subcontractors, suppliers, and others with liens rights against property of Owner, together with complete list of those parties.
4. Final accounting statement, reflecting all adjustments to contract sum:
   a. Original contract sum.
   b. Additions and deductions resulting from:
      1) All change orders.
      2) Deductions for uncorrected work.
5. Total contract sum, adjusted.
6. Previous payments.
7. Sum remaining due.

B. Owner will process final statement in accord with the General Conditions of the Contract.

END OF SECTION 01 70 00

SECTION 01 74 23 - FINAL CLEANING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor: Provide final cleaning:

1. At completion of work, or at such other times as directed by the Architect or the Owner, remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight exposed surfaces; leave work clean and ready for occupancy.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01 10 00 - Project Summary.
2. 01 70 00 - Contract Closeout.

1.3 SAFETY REQUIREMENTS

A. Standards: Maintain project in accord with the following safety and insurance standards:

1. Applicable Federal and State requirements.
2. National Fire Protection Association (NFPA).

B. Hazards Control:

1. Store volatile wastes in covered metal containers and remove from premises daily.
2. Prevent accumulation of wastes which create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with State and Federal antipollution laws.

1. Do not burn or bury rubbish and waste materials on project site.
2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes in streams or waterways.

1.4 SUBMITTALS

A. Manufacturer's recommendations for cleaning specified products.

B. Proposed cleaning products for products where manufacturer's recommendations are not specified.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Select and use all cleaning materials and equipment with care to avoid scratching, marring, defacing, staining, or discoloring surfaces cleaned.

B. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. Employ experienced workmen for final cleaning.

B. Remove grease, dust, dirt, stains, labels, fingerprints, protection and other foreign materials from sightexposed interior and exterior finished surfaces; polish surfaces so designated to specified finish.

1. In preparation for substantial completion or occupancy, conduct final inspection of sightexposed interior and exterior surfaces, and of concealed spaces to ensure performance.
2. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
3. Contractor soft broom clean all exposed concrete surfaces clean; other paved areas with soft or stiff broom as directed. Rake clean other surfaces on grounds.
4. Contractor sweep and mop clean all resilient and ceramic tile flooring and vacuum carpet.
5. Contractor remove snow and ice from access to building.
6. Contractor replace air handling filters if units were operated during construction.
7. Contractor clean ducts, blowers and coils, when directed by Architect.
8. Maintain finally cleaned areas until project, or designated portion thereof, is accepted by Owner.

END OF SECTION 01 74 23

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products and equipment provided under the Contract.
2. Instruct Owner's personnel in operation and maintenance of products, equipment, and systems.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01 33 23 - Shop Drawings, Product Data and Samples.
2. 01 70 00 - Contract Closeout.

1.3 SUBMITTALS

A. Form: Manufacturer's standard product or equipment data of same type and form furnished to manufacturer's service personnel.

B. Provide three sets of sturdy three ring binders properly labelled, of sufficient size to contain all submittals.

1.4 MANUAL CONTENT

A. Neatly typewritten table of contents for each volume, arranged in systematic order. Follow Project Manual format.

1. Contractor, name of responsible principal, address and telephone number.
2. List of each product specified to be included, indexed to volume content.
3. List with each product, the name, address and telephone number of:
    a. Subcontractor.
    b. Maintenance contractor, as appropriate.
    c. Identify area of responsibility of each.
    d. Local supply source for parts and replacement.

B. Product Data:

1. Include only sheets pertinent to specific product.

2. Annotate each sheet to:
    a. Clearly identify specific product or part installed.
    b. Clearly identify data applicable to installation.
    c. Delete reference to inapplicable installation.

C. Drawings:

1. Supplement product data with drawings to clearly illustrate:
    a. Relationship of component parts of equipment and systems.
    b. Control and flow diagrams.

D. Written text to supplement product data for particular installation:

1. Organize in consistent format under separate headings for different procedures.
2. Provide logical sequence of instructions for each procedure.

E. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for Using Agency's personnel. Give:
    a. Proper procedures in event of failure.
    b. Instances which might affect validity of warranties or bonds.

1.5 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of complete manual in final form.

B. Content for products, applied materials and finishes:

1. Manufacturer's data, giving full information on products.
    a. Catalog number, size, and composition.
    b. Color and texture designations.
    c. Information for reordering specialmanufactured products.
2. Instructions for care and maintenance.
    a. Manufacturer's recommendations for types of cleaning agents and methods.
    b. Cautions against cleaning agents and methods detrimental to product.
    c. Recommended cleaning and maintenance schedule.

C. Content for moistureprotection and weatherexposed products.

1. Manufacturer's data, giving full product information.
    a. Applicable standards.
    b. Chemical composition.
    c. Installation details.
2. Instructions for inspection, maintenance and repair.

D. Additional maintenance data requirements: Respective specification sections.

1.6 MANUAL FOR EQUIPMENT AND SYSTEMS.

A. Submit three copies of complete manual in final form.

B. Content, for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.
    a. Function, normal operating characteristics and limiting conditions.
    b. Performance curves, engineering data and tests.
    c. Complete nomenclature and commercial number of all replaceable parts.
2. Operating procedures:
    a. Startup, breakin, routine and normal operating instructions.
    b. Regulation, control, stopping, shutdown and emergency instructions.
    c. Summer and winter operating instructions.
    d. Special operating instructions.
3. Maintenance procedures:
    a. Routine operations.
    b. "Troubleshooting" guide.
    c. Disassembly, repair and reassembly.
    d. Alignment, adjusting and inspection.
4. Servicing and lubrication schedule.
    a. List of recommended lubricants.
5. Manufacturer's current printed operating and maintenance instructions.
6. Description of sequence of operation by control manufacturer.
7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams for maintenance.
    a. Predicted life of parts subject to wear.
    b. Items recommended to be stocked as spare parts.
8. Asinstalled control diagrams by control manufacturer.
9. Each contractor's coordination drawings.
    a. Asinstalled colorcoded piping diagrams.
10. Charts of valve tag numbers, with location and function of each valve.
11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
12. Other data specified in pertinent specification sections.

C. Content, for each electric and electronic system, as appropriate:

1. Description of system and component parts.
    a. Function, normal operating characteristics and limiting conditions.
    b. Performance curves, engineering data and tests.
    c. Complete nomenclature and commercial number of replaceable parts.
2. Circuit directories of panelboards.
    a. Electrical service.
    b. Controls.
    c. Communications.
3. As installed colorcoded wiring diagrams.
4. Operating procedures:

a. Routine and normal operating instructions.
b. Sequences required.
c. Special operating instructions.

5. Maintenance procedures:
   a. Routine operations.
   b. "Troubleshooting" guide.
   c. Disassembly, repair and reassembly.
   d. Adjustment and inspection.
6. Manufacturer's current printed operating and maintenance instructions.
7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
8. Other data specified in pertinent specification sections.

D. Prepare and include additional data when need for such data becomes apparent during instruction of Owner's personnel.

E. Additional requirements for operating and maintenance data: Respective specification sections.

1.7 SUBMITTAL SCHEDULE.

A. Submit three copies of completed data in final form 15 business days prior to final inspection or acceptance.

1.8 INSTRUCTION OF OWNER'S PERSONNEL

A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems.

B. Operating and maintenance manual shall constitute the basis of instruction.

C. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

END OF SECTION 01 78 23

SECTION 07 92 00 - SEALANTS AND CAULKING

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. General Contractor provide:
2. Provide sealing and caulking of joints and penetrations including joint fillers and accessories, shown on the drawings and specified.

1.2 RELATED WORK

A. Specified elsewhere:

1. 12 30 00 – Casework.

1.3 QUALITY ASSURANCE

A. Qualifications of installers: Employ only experienced craftsmen, skilled in the installation of specified products.

1.4 REFERENCES: Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work. In conflict between referenced Standards and contract documents, notify Architect/Engineer immediately. Confirm notification in writing. Do not proceed with the work until the Architect/Engineer issues written instructions.

A. Manufacturer's catalogs: The acceptable manufacturer's catalogs, current at date of bidding documents, are incorporated by reference to the same force and effect as if repeated herein at length.

1.5 SUBMITTALS

A. In accord with 01340:

1. Product data:
2. Materials description.

B. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.

C. Certifications: Certify that products meet or exceed specified requirements.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver all products in manufacturer's original containers, with seals unbroken, labels, product and manufacturer's names intact and legible.

B. Store all products in a manner to prevent damage, in a secure place, out of way of construction operations. Provide protection until ready for use.

C. Handle in accord with manufacturer's recommendations.

1.7 PROJECT/SITE CONDITIONS

A. Environmental conditions:

1. Temperature: Ensure that surface and ambient temperatures are within the range recommended by the manufacturer. Maintain this minimum temperature before, during, and for 3 days after installation of materials.
2. Humidity: Limited to range recommended by manufacturer.
3. Ventilation: As recommended by manufacturer.
4. Lighting: 80 fc minimum, multidirectional.
5. Provide ventilation in areas to receive solvent cured materials.

1.8 WARRANTY

A. In accord with General Conditions:

1. Contractor: Two years in accord with 01740.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Use only the specified products of the following manufacturers:

1. DAP, Inc./Schering Plough Corp., Tipp City, OH (DAP)
2. DOW Chemical Co., Midland, MI (DOW)
3. Mameco International, Cleveland, OH (MAM)
4. W.R. Meadows, Inc., Elgin, IL (MEAD)
5. Pecora Chemical Corp, Harleysville, PA (PECO)
6. Harry S. Peterson Co., Inc., Pontiac, MI (PETE)
7. Products Research and Chemical Corp., Gloucester City, NJ (PRCC)
8. Protective Treatments, Inc., Dayton, OH (PTI)
9. Sika Chemical Corp., Lyndhurst, NJ (SIKA)
10. Sonneborn Building Products Div., Contech, Inc., Minneapolis, MN (SON)
11. Surebond, Inc., Elk Grove Village, IL (SUR)

12. Tremco Manufacturing Co., Cleveland, OH (TREM)
13. Woodmont Products, Inc., Huntingdon Valley, PA (WDT)
14. Williams Products, Inc., Troy, MI (WIL)

2.2 CAULKS (Interior Only)

A. Generic description:

1. One part acrylic gun grade.

B. Acceptable products:

1. Manufacturer / Product
2. C1:
   a. MEAD / Easaply acrylic latex caulk.
      1) PECO / AC20 acrylic latex.
      2) PTI / 737 Elastomeric sealant.
      3) SIKA / Sikaflex 420.
      4) SON / Sonalac acrylic latex caulk.
      5) TREM / Acrylic latex caulk.
      6) WDT / ChemCaulk 600.

PART 3 - EXECUTION

3.1 INSPECTION

A. Thoroughly inspect all existing construction and the conditions under which the work will be performed. Report to the Architect/Engineer in writing all conditions that would adversely affect performance of the products.

B. Verify that all joint dimensions are in accord with manufacturer's recommendations.

C. Start of work constitutes acceptance of construction and conditions.

3.2 PREPARATION.

A. Clean, prepare and size joints in accord with manufacturer's instructions. Remove all loose materials and other foreign matter which might impair adhesion of sealant or calking.

B. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter which may affect bond of material.

3.3 SEALANTS AND CAULKING INSTALLATION

A. Comply with sealant manufacturer's printed instructions.

B. Install sealants and caulking in uniform, continuous ribbons, without gaps or air pockets. Ensure complete "wetting" of the joints. Bond surfaces equally on opposite sides. Fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces.

C. Install sealants to depths shown; when not shown, within the following limitations:

1. For joints sealed with nonelastomeric sealants and caulking compounds, fill joints to a depth in the range of 75% to 125% of joint width.

D. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces.

1. Use masking tape or other precautionary devices to prevent staining of adjoining surfaces.

E. Cure sealants and caulking compounds in compliance with manufacturer's instructions to obtain high early bond strength and surface durability.

F. Cleanup:

1. Upon completion, carefully examine all sealant and caulking work. Remove all damaged and defective work and replace with new materials.
2. Remove all surplus products, containers and rubbish and dispose of offsite.
3. Remove all spilled or spattered materials from all surfaces. When adjacent surfaces or other work has been damaged or stained as a result of sealing and caulking work, repair all damage and remove all stains to the satisfaction of the Architect/Engineer.

G. Protect installed work during remainder of construction period. Ensure that it will be without damage of deterioration (other than normal wear or weathering) at substantial completion.

END OF SECTION 07 92 00

SECTION 08 71 00 - DOOR HARDWARE

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. General Contractor:
   a. Finish hardware and accessories shown on the drawings and herein specified.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 08 71 13 - Automatic Door Operators

1.3 REFERENCES

A. ANSI A115.2 Door & Frame Preparation for Cylindrical Door Locks for 13/4" Thick Doors.

B. ANSI A115.4 Door & Frame Preparation for Lever Extension Flush Bolts.

C. ANSI A156.1 Butts and Hinges.

D. ANSI A156.2 Locks and Lock Trim.

E. ANSI A156.3 Exit Devices.

F. ANSI A156.4 Door Controls (Closers).

G. ANSI A156.6 Architectural Door Trim.

H. ANSI A156.7 Template Hinges.

I. Illinois Accessibility Code, latest.

J. NBHA National Builders Hardware Association.

K. Americans with Disabilities Act (ADA), 1990

1.4 QUALITY ASSURANCE

A. Supplier:

1. Recognized builders' hardware supplier who has been furnishing hardware for not less than 5 years and who has in his employment an experienced hardware consultant who is available at all reasonable times during the course of the work for consultation to the Owner and Contractor.
2. Unless otherwise specified, supplier shall be responsible for the suitability of the finish hardware for the entire project to assure that items specified will functions properly in designated locations.

1.5 SUBMITTALS: In accord with 01 33 23

A. Product Data: Manufacturer’s Standard.

B. Hardware Schedule: Submit to Architect.

C. Samples: Submit upon Architect Request.

D. Identify the manufacturer of each item of hardware; show hand, lock slide, size, thickness and material of doors and frames; give manufacturer’s complete catalog number for each item; show style and finish; show keying of all locks and locksets; provide shop drawings for special made items.

E. Supply templates to door and frame manufacturer to enable proper and accurate sizing and locations of cutouts for hardware.

1.6 OPERATION AND MAINTENANCE DATA

A. Provide Architect / Engineer with 2 copies of manufacturer’s parts list and maintenance instructions for each type of hardware supplied and special wrenches and tools for proper maintenance of hardware.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver all items in manufacturer's original package. Each item individually packaged and carefully marked for intended opening and use relating to the final in each package. Each item complete with all screws, bolts, keys, instructions, and installation templates.

1. Have all hardware inspected on job site by supplier’s personnel and contractor's representative for completeness.

B. Storage: Store off floor in dry area of building out of way of other work in progress. Provide maximum protection against loss and damage.

C. Handle all items in a manner to prevent damage. Marred, defaced, damaged, and defective items will be rejected.

D. Protection: Provide secure lockup for hardware delivered but not yet installed. Control the handling and installation of hardware so that the work will not be delayed by hardware losses.

1.8 WARRANTY

A. General Contractor One year in accord with General Conditions.

B. Manufacturer:

1. Closers Five years.

PART 2 - PRODUCTS

2.1 HARDWARE

A. Provide items listed in Hardware Schedules. Hardware conform to Illinois Accessibility Code and be UL/FM listed for labeled doors.

B. All finishes – US26D .

2.2 MATERIALS

A. Screws & Fasteners

1. Finish all exposed fasteners to match item fastened. Make fasteners of the same material as item fastened, except use plated brass or stainless steel for all aluminum items.

B. Hardware Schedules:

1. Set No. 1
   a. 1 Astragal: Pemko-357
   b. 2 Door Sweeps: Hager-750S
   c. 1 Weatherstripping Set: Hager-725
   d. 1 Aluminum Threshold: Hager-452S
2. Set No. 2
   a. 2 Actuators (Push Plates): Norton 505
   b. 1 Low-Energy Operator: Norton 6341

PART 3 - EXECUTION

3.1 INSPECTION

A. Verify site conditions.

B. Verify that doors and frames are ready to receive work and dimensions are as indicated on shop drawings.

3.2 INSTALLATION

A. Install hardware in accord with manufacturer's instructions.

B. Use manufacturer's templates.

C. Mounting heights for hardware from finished floor to center line of hardware item: In accord with:

1. Illinois Accessibility Code, Latest.

D. Fitting: Fit all hardware accurately, and properly. Remove exposed parts until after paint finishing is completed, then reinstall. Securely fasten all fixed parts. Fit faces of mortised parts snug and flush. Make sure operating parts move freely and smoothly without sticking or excessive binding.

E. Adjusting and Finishing: After work has been otherwise completed, examine all hardware for complete and proper installation. Lubricate bearing surfaces of moving parts. Adjust door latching and holding devices to proper function. Adjust door control devices to proper speed and power. Test keys for conformance to approved keying system. Clean all exposed surfaces; check for surface damage and polish.

F. Thresholds: Install in one continuous piece full width of opening. Set in full bed of mastic and fasten with stainless steel countersunk anchors at 6 inches on centers. Where thresholds extend beyond door frames, miter and return ends. Cut or modify thresholds for installation and operation of flushbolts where required.

G. Weatherstripping: Install in a continuous piece, full width and height of door.

H. Suppliers representative - inspect installation and certify that hardware and installation has been furnished and installed in accord with manufacturer’s instructions.

3.3 ADJUSTMENT

A. In accord with Standard Documents for Construction.

1. Examine for complete installation.
2. Adjust latching and holding devices to proper tolerances.
3. Closers - Adjust to proper speed and power.
4. Test keys.
5. Replace all defective items.

3.4 CLEANING

A. In accord with Standard Documents for Construction.

1. Inspect for surface damage.
2. Replace all items found to be defective in finish.
3. Clean and polish with products and methods recommended by manufacturers.

3.5 PROTECTION

A. Protect finished work so that adjacent future work does not damage hardware or finish.

END OF SECTION 08 71 00

SECTION 08 71 13 - AUTOMATIC DOOR OPERATORS

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. General Contractor provide:
   a. Electric operated door equipment.
   b. Control devices and sensors.

B. RELATED WORK

1. Specified Elsewhere:
   a. 08 71 00- Door Hardware.
   b. 26 00 80 Minor Electrical Demolition for Remodeling.
   c. 26 05 19 – Wires and Cables for Electrical Systems.
   d. 26 05 33.16 Boxes for Electrical Systems.
   e. 26 05 33.20 Raceways for Electrical Systems.

C. SYSTEM DESCRIPTION

1. Automatic Door Equipment:Electrically operated with push plate and button control device.
2. Door: Swing, hinged operation.
3. Provide for manual open and close operation of door leaves in the event of power failure.
4. Performance Requirements:
   a. Automatic door equipment to accommodate heavy pedestrian traffic, and weight of doors.
   b. Full adjustable operators for opening and closing speeds, checking speeds, hold open time, and cancellation on activation of fire alarm and smoke detection system.

1.2 QUALITY ASSURANCE

A. Perform Work in accordance with ANSI A 156.10, UL 325, and ANSI A 117.1.

B. Conform to NFPA 101.

C. Products Requiring Electrical Connection: Listed and classified by Underwriters' Laboratories, Inc., as suitable for the purpose specified and indicated.

D. Qualifications of:

1. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
2. Installer: Company specializing in performing the work of this section with minimum three years documented experience.

E. Regulatory Requirements:

1. Conform to 2012 International Building Code and ANSI A 117.1 for automatic release of control drive unit to permit manual opening of doors.

1.3 REFERENCES: Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work. In conflict between referenced Standards and contract documents, notify Architect/Engineer immediately. Confirm notification in writing. Do not proceed with the work until the Architect/Engineer issues written instructions.

A. ANSI A 156.10- Power Operated Pedestrian Doors.

B. ANSI A 117.1 -Specifications for Making Building and Facilities Accessible to and Usable by Physically Handicapped People.

C. NEMA MG 1 - Motors and Generators.

D. NFPA 101 -Code for Safety to Life from Fire in Buildings and Structures.

E. UL 325 - Electric Door, Drapery, Gate, Louver and Window Operators and Systems.

1.4 SUBMITTALS

A. In accord with 01340:

1. Shop Drawings:
   a. Indicate layout and dimensions; head, jamb, and sill conditions; elevations; components, anchorage, recesses, materials and finishes, electrical characteristics and connection requirements.
   b. Identify installation tolerances required, assembly conditions, routing of service lines and conduit, and locations of operating components and boxes.
2. Product Data: Provide data on system cqmponents, sizes, features, and finishes.

B. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and manufacturer's hardware and component templates.

C. Maintenance Data:

1. In accord with 01730.
2. Include manufacturer's parts list and maintenance instructions for each type of hardware and operating component.

D. Project Record Documents:

1. In accord with 01720.
2. Accurately record locations of concealed equipment, services, and conduit.

1.5 WARRANTY

A. In accord with General Conditions:

1. General Contractor: One year. ·

B. In accord with 01740:

1. Manufacturer: Provide five year warranty. Include coverage for operating unit.

1.6 MAINTENANCE SERVICE

A. Furnish service and maintenance of operating equipment for one year from Date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Norton Assa Abloy.

2.2 AUTOMATIC OPERATOR

A. Norton 6341

B. Surface (pull side) mounted overhead operator for accommodating door action.

C. Variable speed control for opening and closing cycles.

D. Hold Open: Toggle switch at inside head of doors. '

E. Sensors: Provide all necessary sensors for doors to stay open until person can pass through.

2.3 PUSH PLATE CONTROL DEVICE

A. Norton 505.

B. Standard wall mounted and surface mounted momentary contact type; stainless steel; 6" square style as shown on drawings. Push plate control devices shall be surface mounted to the existing wall.

2.4 ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Electrical Characteristics: 1/8 hp, 120 volts, single phase, 60Hz.

B. Wiring Terminations:Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70.

C. Disconnect Switch: Factory mount disconnect switch on equipment.

2.5 FINISHES

A. Exposed Operator and Components: 689 Aluminum.

B. Steel Clips, supports and Steel Anchors: One coat of steel primer.

PART 3 - EXECUTION

3.1 INSPECTION

A. Verify that surfaces are ready to receive work and dimensions are as indicated on shop drawings and instructed by the manufacturer.

3.2 PREPARATION

A. Verify that electric power is available and of the correct characteristics.

3.3 INSTALLATION

A. Install equipment in accordance with manufacturer's instructions.

B. Provide for thermal expansion and contraction of door and frame units and live and dead loads that may be transmitted to operating equipment.

C. Provide for dimensional distortion of components during operation.

D. Coordinate installation of components with related and adjacent work, level and plumb.

3.4 ADJUSTING

A. Adjust door equipment for correct function and smooth operation.

3.5 CLEANING

A. Remove temporary protection, clean exposed surfaces.

3.6 DEMONSTRATION

A. Provide systems demonstration in accord with General Conditions.

B. Demonstrate operation, operating components, adjustment features, and lubrication requirements.

END OF SECTION 08 71 13

SECTION 09 30 60 - LATEX GROUT

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. General Contractor provide:
   a. Furnish and install latex grout as indicated or implied by the Contract Documents.
   b. Leveling and topping existing concrete floors in areas too shallow to be topped with concrete, i.e., 3/4" maximum depth.
   c. Close coordination is required between this Section, Section 09 65 19 Resilient Flooring, Section 96 66 60 Protect-All Flooring, and Section 09 67 23 Resinous Flooring.
   d. Build slopes at flooring transitions; finish transitions to provide level surface.
   e. Fill and level voids where existing partitions and equipment have been removed.
   f. Slope floors to drains.

1.2 RELATED WORK

A. Specified elsewhere:

1. 09 65 19 - Resilient Flooring
2. 09 66 60 - Protect-All Flooring
3. 09 67 23 - Resinous Flooring

1.3 SUBMITTALS

A. Description:

1. Submit product literature in accordance with Section 01 33 23

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Sonneborn Building Products

B. Toch Division Carboline

C. Latex grout shall be acceptable to flooring manufacturer(s).

2.2 MATERIALS

A. Latex Base Emulsion:

1. Standard:
   a. "Sonocrete;" Sonneborn Building Products
   b. "Laytok;" Toch Division Carboline

B. Portland Cement:

1. ASTM 150, Type I

C. Sand:

1. Standard clean mason's sand.
2. For fine finishing, use a 40 mesh sand or smaller.

D. D.Water:

1. Potable.

2.3 MIXES:

A. Description:

1. Mix shall be suitable for floor topping, leveling, and patching.
2. Manufacturer's recommendations shall be utilized.
3. Do not use air entraining agents or cements.

B. Working Life:

1. As limited by the manufacturer.
2. Do not retemper the mix.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS:

A. Preparation:

1. Remove dirt, oil, grease, and foreign matter.
2. Surfaces must be structurally sound. Remove chipped, spalled, and otherwise defective concrete.
3. Presoak the concrete surface. Surface must be damp but unpuddled.

3.2 APPLICATION

A. Bonding Coat:

1. Coat concrete surface with blend of premixed latex and water into portland cement and sand.
2. Apply in accordance with manufacturer's recommendations.

B. Curing:

1. Protect in accordance with the manufacturer's recommendations.
2. Simple air cure is normal for interior work, but curing may be required for thin sections and in hot weather.

END OF SECTION 09 30 60

SECTION 09 65 19 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Contractor provide:
   a. Luxury Vinyl Tile. (LVT)
   b. Coved rubber base.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 09 30 60 - Latex Grout.

1.3 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturer: Company specializing in the fabrication of products specified with three years documented experience.
2. Installer: Company with three years documented experience in installing the product specified.

1.4 REFERENCES: Specified references, or cited portions thereof, current at date of Bidding Documents unless otherwise specified, govern the work. In conflict between referenced Standards and Contract Documents, notify Architect/Engineer immediately. Confirm notification in writing. Do not proceed with the work until the Architect/Engineer issues written instructions.

A. ASTM E84 Surface Burning Characteristics of Building Materials.

B. FS SST 312 Tile, Floor: Asphalt, Rubber, Vinyl, Vinyl Composition.

C. FS SS-W-40 - Wall Base: Rubber and Vinyl Plastic

D. Manufacturer's catalogs: The acceptable manufacturer's catalogs, current at date of bidding documents, are incorporated by reference to the same force and effect as if repeated herein at length.

1.5 SUBMITTALS

A. In accord with 01 33 23:

1. Product Data: On specified products, describing physical and performance characteristics and sheet size.
2. Samples:
   a. On specified products, illustrating colors and patterns available for selection.

B. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.

C. Maintenance Data:

1. Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, handle, store, and protect materials in accord with 01 66 00.

B. Deliver to site in manufacturer's original containers indicating color and pattern and area of installation.

C. Store materials in manufacturer's original containers in a protected, dry area at 40 degrees F minimum and 100 degrees F maximum.

1.7 SEQUENCING/SCHEDULING

A. Do not install materials until all other work that could cause damage to finish has been completed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Solid Vinyl Tile:

1. Mannington Commercial- 18" wide x 18" long.
   a. Style: Active Lines, Grid, 40mil wear layer thickness
   b. Colors to be selected by the owner from manufacturer's full line within the collection.

B. Base Materials:

1. Tarkett-Johnsonite Rubber Co., Middlefield, OH 44062. See drawings for quantities and locations. Or Approved Equal.

2.2 BASE MATERIALS

A. Base: 4“ inch high, 1/8” thick rubber, 4’ sections; color as selected by owner from the manufacturers full color palette.

2.3 ACCESSORIES

A. Subfloor filler: Cementitous latex; type recommended by manufacturer.

B. Primers and Adhesives: PSA-4 pressure sensitive adhesive. 99% maximum RH on new slab only and 90% RH on reno slab (1200 s.f. per 4 gallon pail).

C. Edging Strips: Provide at all openings where flooring terminates or abuts dissimilar materials, types recommended by flooring manufacturer. Fasten to substrate with adhesives in same manner as flooring.

PART 3 - EXECUTION

3.1 INSPECTION

A. Verify that surfaces are smooth and flat with maximum variation of 1/8 inch in 10 ft, and are ready to receive Work.

B. Verify concrete floors are clean of any grease, dirt, foreign particles, dry to a maximum moisture content of 7 percent, and exhibit negative alkalinity, carbonization, or dusting.

C. Beginning of installation means acceptance of existing substrate and site conditions.

3.2 PREPARATION

A. Store materials for three days prior to installation in area of installation to achieve temperature stability.

B. Maintain ambient temperature required by adhesive manufacturer three days prior to, during, and 24 hours after installation of materials.

C. Ensure the subfloor is smooth, firm, clean, dry, free from defects, and fit for purpose and free of movement, excessive moisture and high alkalinity. A suitable smoothing compound should be used to ensure that no irregularities show through to the surface of the finished floor.

D. Slick surfaces such as power-troweled concrete shall be abraded or profiles to allow for a mechanical bond between the adhesive and subfloor.

E. Remove subfloor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler.

F. Apply, trowel, and float filler to leave a smooth, flat, hard surface.

G. Prohibit traffic from area until filler is cured.

H. Vacuum clean substrate.

3.3 TILE INSTALLATION

A. Install in accord with manufacturers' instructions.

B. When installing over an existing floor, the existing flooring must be covered with Portland Based Embossing leveler or other appropriate porous underlayment. Refer to the existing floor covering section of the manufacturer's installation manual.

C. Spread only enough adhesive to permit installation of materials before initial set.

D. Terminate flooring at centerline of door openings where adjacent floor finish is dissimilar.

E. Install edge strips at unprotected or exposed edges, and where flooring terminates.

F. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

G. Lay flooring with joints and seams as minimal as possible.

3.4 CLEANING

A. Adjust and clean in accord with 01 74 23.

B. Carefully inspect all completed work; correct all defects.

C. Remove excess adhesive from floor, base, and wall surfaces without damage.

D. Clean, seal, and wax floor surfaces in accord with manufacturer's instructions.

3.5 PROTECTION

A. Prohibit traffic on floor finish for 48 hours after installation.

B. Cover traffic lanes with building paper using pressure sensitive tape until directed to remove by Contractor.

END OF SECTION 09 65 19

SECTION 09 66 60 - PROTECT-ALL FLOORING

PART 1 - GENERAL

1.1 DESCRIPTION

A. This section specifies resilient PROTECT-ALL flooring system and includes the following:

1. Resilient sheet floor covering 1/4" thicknesses.
2. Adhesives, heat welding
3. Trim components and accessories.

1.2 RELATED WORK

A. 09 30 60 - Latex Grout

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Product data for each type of product specified. Guidelines by floor covering manufacturer that products supplied for installation comply with local regulations.

C. Shop drawings showing location of seams and edge strips. Indicate location of columns, doorways, enclosing partitions, built-in cabinets, and locations where cutouts are required in flooring.

D. Samples for initial selection purposes in form of manufacturer’s color charts of actual sections of floor coverings that show full range of colors available for each different product indicated.

E. Samples for verification purposes of each color of floor covering product specified, showing full range of variations expected in these characteristics.

F. List of PROTECT-ALL factory trained installers and distributors.

G. Maintenance data for floor coverings, including the Operating and Maintenance Manual specified in Division 1.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Contact an installer that is recommended by floor covering manufacturer. If necessary, field-applied finish and game line painting is the responsibility of the contractor and facility owner.

B. Single-Source Responsibility for Sheet Vinyl Floor Coverings: Obtain each type and color of sheet vinyl floor covering from a single source with resources to provide products of consistent quality in appearance and physical properties, without delaying progress of the work.

C. Fire performance characteristics: Provide floor coverings with the following fire performance characteristics, as supplied by Underwriters Laboratories, Inc. (UL), or other testing and inspecting agency that is acceptable to the authorities having jurisdiction. Results are determined by testing products with ASTM test method.

1. Critical Radiant Flux: 1.05 watts per sq. cm. per ASTM E 648. Rated Class I
2. Burn Distance: 20 cm per ASTM E648.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver floor coverings and installation materials to project site in original manufacture's unopened cartons and containers, each bearing names of product and manufacturer, project identification, as well as shipping and handling instructions.

B. Store flooring materials in dry spaces protected from the weather, with ambient temperatures maintained at 70°F +/- 10°.

1.6 PROJECT CONDITIONS

A. Maintain a minimum temperature of 70°F in spaces to receive floor coverings for at least 36 hours prior to installation, during installation, and for no less than 36 hours after installation.

B. Close area to traffic while installing floor covering, and if flooring adhesive has been used, for 7-8 days after completion.

1.7 SEQUENCING AND SCHEDULING

A. The flooring installation should not begin until work of all other trades have been completed.

B. Do not install floor coverings over concrete slabs until the slabs have cured and are sufficiently dry to bond with adhesive as determined by floor covering manufacturer's recommended bond and moisture test.

1.8 EXTRA MATERIALS

A. Deliver extra materials to owner. Furnish extra materials matching products installed as described below, packaged with protective covering for storage, and identified with labels clearly describing contents.

1.9 WARRANTIES

A. Attention is directed to provisions of the GENERAL CONDITIONS regarding warranties.

B. Manufacturer provides a limited 10-year warranty against manufacturing defects. Warranty does not in any way cover installation-related issues.

PART 2 - 2 - PRODUCTS

2.1 MANUFACTURER

A. Products: Subject to compliance with requirements, floor coverings that may be incorporated in the work, include PROTECT-ALL (sheet material) and heat weld as manufactured by Oscoda Plastics®, Inc. Tel.: 1-800-544-9538.

2.2 RESILIENT FLOOR COVERINGS

A. Resilient Floor Covering: Must be manufactured from 100% recycled polyvinylchloride, interlaced with strand reinforcement.

B. Sheet Vinyl Floor Covering: Provide PROTECT-ALL sheets 60"x 96" in 1/4"thickness, with a matte finish. Color to be selected from manufacturer's standard available colors.

2.3 INSTALLATION ACCESSORIES

A. Trowelable Underlayments and Patching Compounds: cementitious formulation recommended by floor covering manufacturer for applications indicated, with minimum compressive strength of 3,500 psi. (ACI 302.2R-06 Ch. 9.5)

B. Adhesives: As recommended by manufacturer to suit floor covering products, type of traffic conditions expected, and substrate conditions indicated.

C. Heat-Weld materials as supplied by floor covering manufacturer for products indicated.

D. Metal trim and accessories: Stainless steel transition strips, drain rings, corner guards and aluminum/stainless steel cove cap of sufficient size to protect exposed edge of floor coverings and base.

E. Cove cap.

PART 3 - 3 - EXECUTION

3.1 EXAMINATION

A. Proper substrate

1. Assure that the substrate material is suitable for installation of flooring as indicated by manufacturer. Approved substrates include: marine-grade wood, cement board, and concrete (non-gypsum based only), properly cleaned and prepared per manufacturers guidelines.
2. Slab substrates must be dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer.
3. Verify a clean, dry, and structurally sound surface to accept adhesive, free of cracks, ridges, depression, scales, and foreign deposits of any kind.
4. Use only cementitious patching and filling compounds (3000 PSI). Consult manufacturer for details. (ACI 302.2R-06 ch. 9.5)
5. Assure that the levelness (FL 15), and flatness (FF20 5/16 in 10 Ft.) of surface is in compliance with manufacturer's guidelines.
6. Verify that sub-floor surfaces (concrete, marine-grade plywood, cement board) are ready for resilient flooring installation by testing moisture emission rate and alkalinity, in accordance with ASTM F 710; obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer. Reference ASTM F 710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
7. The following standards apply:
    a. ASTM E 1745-97 – Standard Specification for Water Vapor Retarders
    b. ASTM E 1643 – Standard Practice for Installation of Water Vapor Retarders used in contact with Earth or Granular Fill Under Concrete Slabs
    c. ASTM E 96-00 – Standard Test Method for Water Vapor Transmission of Materials
    d. ACI 302.1R-04 – Guide for Floor and Concrete Slab Construction
    e. ACI 302.2R-06 – Guide for Concrete Slabs That Receive Moisture-Sensative Flooring Materials
    f. ASTM F710-08 – Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
    g. ASTM F 1869 – Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride

B. Environmental Conditions

1. The contractor and installer of product is responsible for providing and maintaining a proper installation environment.
2. Installation area must be enclosed and watertight with all walls, wall finishes, doors, and floor penetrations in place.
3. Proper temperature acclimation of flooring material is required prior to installation. Minimum of 36 hours.

4. Assure confinement of space during installation and curing of adhesives to prevent other trades from damaging the product or compromising the adhesion.
5. Maintain a constant temperature during the installation and throughout the curing of adhesives.
6. Provide a secure area to store materials for installation.
7. Building must be completely enclosed and watertight. HVAC system must be on at least 7 days prior to installation beginning, keeping the interior temperature at 70º. This temperature should be maintained during the installation, and an additional 8 days after completion.

3.2 PREPARATION

A. General: Comply with manufacturer's installation specifications to prepare substrates indicated to receive floor coverings.

B. Use trowelable leveling and patching compounds (must be of a cementitious type providing a minimum of 3500 psi) per floor covering manufacturer's direction to fill cracks, holes, and depressions in substrates.

C. Remove coatings such as curing compounds and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil or silicone.

D. Broom or vacuum clean substrates to be covered immediately before installation. Following cleaning, examine substrates to determine if there is any evidence of moisture, alkaline salts, carbonation or dust.

3.3 INSTALLATION

A. General: Comply with floor covering manufacturer's installation instructions and other requirements that are applicable to each type of floor covering installation included in project.

B. Lay out floor coverings to comply with the following requirements:

1. Maintain uniformity of sheet vinyl floor covering direction.
2. Arrange for a minimum number of seams and place them in inconspicuous and low traffic areas, but in no case, less than 12 inches away from parallel joints in flooring substrates.
3. Match edges of floor coverings for color shading and pattern at seams.

C. Flooring should be installed prior to use of any other items that may be necessary for installing on top of the finished floor.

D. Scribe, cut and fit floor coverings to fit tightly to vertical surfaces, permanent fixtures, and built-in furniture such as cabinets, pipes, outlets, edgings, thresholds, and nosings.

E. Extend floor coverings into toe spaces, door reveals, closets, and similar openings.

F. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on sub-floor. Use chalk or other non-permanent marking device.

G. Install floor coverings on covers for telephone and electrical ducts, and similar items occurring within finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers. Tightly adhere edges to perimeter of floor around covers and to covers.

H. Adhere sheet floor coverings to flooring substrates by method approved by floor covering manufacturer.

1. Complete installation without open cracks, voids, raising, and puckering at joints, telegraphing of adhesive spreader marks or other surface imperfections.
2. Comply with floor covering manufacturer's directions, including those for trowel notching, adhesive mixing, as well as working and adhesive open times.

I. Immediately after laying sheet goods into the adhesive, roll sheet floor coverings in both directions from center out to embed floor coverings in adhesive and eliminate trapped air. At walls, door casings, and other locations where access by roller is impractical, press floor coverings firmly in place with flat-bladed instrument or hand roller. Repeat after one hour.

J. Prepare seams and perform heat welding method to produce tightly fitted seams without gaps or overlaps. Perform heat welding methods per instructions found in PROTECT-ALL INSTALLATION GUIDELINES.

K. Install stainless steel drain rings around all drains and other surface penetrations. Rings are to be routed into floor surface and mounted flush with top of flooring. Secure drain rings using stainless steel fasteners and lead anchors that will properly anchor the ring to the substrate.

L. Install cove base as recommended by manufacturer with proper adhesive and top sealant. Heat-weld all seams.

M. Install cove base cap fastening to wall a minimum of 8" on-center using stainless steel fasteners.

N. Heat-weld all field material seams using manufacturer's welding rod, proper tools, and installation methods as approved by manufacturer.

O. Stainless steel transitions as provided by the manufacturer must be used in doorways and transition areas. Use stainless steel fasteners, and lead anchors to secure.

P. All exposed edges are to be sealed with manufacturer's recommended sealant to assure a watertight seal.

3.4 CLEANING AND PROTECTION

A. Perform the following operations immediately after installing floor coverings:

1. Remove visible adhesive and other surface blemishes using method recommended by floor covering manufacturer.
2. Sweep or vacuum floor thoroughly.
3. Do not wash floor until after period of time recommended by floor covering manufacturer.
4. Clean floor to remove black marks and soil.

B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods indicated or recommended by floor covering manufacturer.

1. Cover floor coverings with un-dyed, untreated building paper until inspection.
2. Do not move heavy and sharp objects directly over floor coverings. Place plywood or hardboard panels over floor coverings and under objects while they are being moved. Slide or roll objects over panels without moving panels.

C. Clean flooring no more than four days prior to dates scheduled for inspections. Clean coverings by method recommended by manufacturer.

END OF SECTION 09 66 60

PART 1 - GENERAL

A. The object of these specifications is to provide the material and workmanship necessary to produce a quality 1/8” epoxy based floor coating system with rolled radius coving. All painting work shall be implemented in strict accordance with the manufacturer's instructions and shall be performed in a manner satisfactory to the Owner.

B. The paint products mentioned in the following specifications are set up as standards of quality. The standard "or equal" clause shall apply. No substitution will be considered unless a written request for approval has been received by the Owner at least 10 days prior to the date for receipt of bids. Each such request shall include the name of the specified material for which a substitute is being requested; the name of the proposed substitute material; and a complete description of the proposed substitute including performance and test data and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitute is upon the proposer. The decision of the Owner regarding approval or disapproval of the proposed substitution shall be final.

All material shall be brought to the job site in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the Owner. Colors, where not specified, shall be selected by the Owner.

The Contractor shall submit to the Owner, immediately upon completion of the job, certification from the paint manufacturer indicating that the quantity of each coating purchased was sufficient to coat all surfaces in accordance with the specifications and manufacturer's recommendations.

C. The Contractor shall apply each coating in accordance with these specifications and the paint manufacturer's recommendations. The coating shall be applied at the specified thickness. If the specified thickness is not obtained, an additional coat(s) of paint shall be applied.

All paint shall be applied in strict accordance with the applicable manufacturer's printed data sheet and container label outlining recommended minimum and maximum surface and air temperatures required for application.

1.1 REFERENCES

A. ASTM D 16 - Terminology Relating to Paint, Varnish, Lacquer, and Related Products.

B. ASTM D 4259 – Standard Practice for Abrading Concrete.

C. ASTM D 4263 - Indicating Moisture in Concrete by the Plastic Sheet Method.

D. ASTM F 1869 - Measuring Moisture Vapor Emission Rate of Concrete Sub floor Using Anhydrous Calcium Chloride.

E. ASTM F 2170 – Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes.

F. International Concrete Repair Institute (ICRI) Guideline No. 03732 - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

G. SSPC-SP 13/NACE 6 - Surface Preparation of Concrete.

1.2 DEFINITIONS

A. Definitions of Painting Terms: ASTM D 16, unless otherwise specified.

B. Dry Film Thickness (DFT): Thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's product data for each coating, including generic description, complete technical and performance data, surface preparation, and application instructions.

B. Color Samples: Submit manufacturer's color samples showing full range of standard colors.

C. Manufacturer's Quality Assurance: Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.

D. Applicator's Quality Assurance: Submit a list of a minimum of 5 completed projects of similar size and complexity to this Work. Include for each project:

1. Project name and location.
2. Name of owner.
3. Name of contractor.
4. Name of architect.
5. Name of coating manufacturer.
6. Approximate area of coatings applied.
7. Date of completion.

E. Warranty: Submit manufacturer's standard 2 year floor coating warranty.

1.4 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

1. Specialize in manufacture of coatings with a minimum of 5 years successful experience.
2. Able to demonstrate successful performance on comparable projects.
3. Single Source Responsibility: Coatings and coating application accessories shall be products of a single manufacturer.

B. Applicator’s Qualifications:

1. Experienced in application of specified coatings for a minimum of 5 years on projects of similar size and complexity to this Work.
2. Applicator's Personnel: Employ persons trained for application of specified coatings.

C. Mock-Ups: Prepare 5 foot x 5 foot mock-up, or as approved by owner, for each coating system specified using same materials, tools, equipment, anti-slip additives, and procedures intended for actual surface preparation and application. Obtain Owner’s approval of mock-ups. Retain mock-ups to establish intended standards by which coating systems will be judged.

D. Pre-application Meeting: Convene a pre-application meeting 2 weeks before start of application of coating systems. Require attendance of parties directly affecting work of this section, including Contractor, Owner, applicator, and manufacturer’s representative. Review the following:

1. Environmental requirements.
2. Protection of surfaces not scheduled to be coated.
3. Surface preparation.
4. Application.
5. Repair.
6. Field quality control.
7. Cleaning.
8. Protection of coating systems.
9. One-year inspection.
10. Coordination with other work.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying:

1. Coating or material name.
2. Manufacturer.
3. Color name and number.
4. Batch or lot number.
5. Date of manufacture.
6. Mixing and thinning instructions.

B. Storage:

1. Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.
2. Keep containers sealed until ready for use.
3. Do not use materials beyond manufacturer’s shelf life limits.

C. Handling: Protect materials during handling and application to prevent damage or contamination.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Weather:

1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point.
3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.

B. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.

C. Dust and Contaminants:

1. Schedule coating work to avoid excessive dust and airborne contaminants.
2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Tnemec Company Incorporated, 6800 Corporate Drive, Kansas City, Missouri 64120-1372. Local Phone (708) 387-0305. Fax (708) 387-7941. Local Contact: Chris Wascher.

B. Or approved equal.

2.2 MULTI-COLORED; EPOXY 1/8" QUARTZ FLOORING SYSTEM FOR CONCRETE FLOORS - AGGRESSIVE ENVIRONMENT

A. Heavy Abuse, Decorative Quartz, Frequent Traffic:

1. System Type: Polyamine Epoxy/Aliphatic Moisture Cured Urethane.
2. Surface Preparation: Shot Blast or Mech. Abrade (CSP 3-5).
3. Primer: Series 201 Epoxoprime at 125 square feet per gallon.
4. Intermediate Coat: Series 222 Deco-Tread, (double broadcast or slurry broadcast). DFT 1/8 inch.
5. Epoxy Grout Coat: Series 284 Deco-Clear at 80 to 100 square feet per gallon.
6. Chemical Resistant Finish Coat: Series 247/248 Everthane Clear at 425 square feet per gallon with Series 44-600 UV Blocker additive.
7. Total System Thickness: 1/8-inch system.
8. Finish Color: As selected by Owner from Manufacturer's Standard Color Chart.

B. Physical Properties:

Hardness @ 24 hours Shore D	72.3; ASTM D 2240
Compressive Strength	15,567 psi; ASTM C 579
Tensile Strength	2,100 psi; ASTM C307
Abrasion Resistance	21 mgs lost; ASTM D 4060 CS-17 Wheel

Chemical Resistance: No blistering, cracking, checking, or delamination of the film. No more than slight softening or very slight swelling and loss of gloss after 24 hours exposure to the following reagents:

10% Sulfuric Acid	10% Hydochloric Acid
50% Phosphoric Acid	10% Acetic Acid
10% Ammonium Hydroxide	Methyl Ethyl Ketone
Hexane	Xylene
Gasoline	Ethylene Glycol
Skydrol	Brake Fluid
Transmission Fluid	Aviation Gas
Jet Fuel (JP4)	

Flexural Strength	ASTM C 580; 4,550 psi ASTM D 790; 127,876 psi
Adhesion	400 psi
ACI 503R	100% concrete failure
Flammability	Self Extinguishing over concrete; ASTM D 635

Graffiti Resistance: Complete and easy removal of the following graffiti materials:

Acrylic Spray Paint	Epoxy Spray Paint
Ballpoint Ink	Crayon
Markette Marker	Lipstick

Stain Resistance: No effect after 24 hours exposure to the following reagents: ASTM D 1308 (Covered Spot Test)

5% Soap Solution	Ethyl Alcohol
5% Sodium Hydroxide	Catsup
Coffee	Tea
Black Shoe Polish	Crayon
Dish Soap	French Dressing
Grape Jam	Lime Juice

Lipstick	Mustard
Toothpaste	Vegetable Oil
Vinegar	Lighter Fluid
409 Cleaner	

2.3 ACCESSORIES

A. Coating Application Accessories:

1. Accessories required for application of specified coatings in accordance with manufacturer's instructions, including thinners.

2. Products of coating manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions under which coating systems are to be applied. Notify Owner of areas or conditions not acceptable. Do not begin surface preparation or application until unacceptable areas or conditions have been corrected.

3.2 PROTECTION OF SURFACES NOT SCHEDULED TO BE COATED

A. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.

B. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.

3.3 SURFACE PREPARATION OF CONCRETE FLOORS

A. Prepare concrete surfaces in accordance with manufacturer's instructions, SSPC-SP 13/NACE 6, and ICRI 03732, CSP (3-5).

B. Ensure surfaces are clean, dry, and free of oil, grease, dirt, dust, and other contaminants.

C. Test concrete for moisture in accordance with ASTM D 4263, ASTM F 1869, and ASTM F 2170.

D. Moisture Control Layer: When moisture transmission content exceeds 3 lbs. per 1,000 square feet in a 24 hour period, apply Series 241 Ultra-Tread MVT at approximately 1/8" thickness. Moisture vapor transmission should not exceed 20 lbs. per 1,000 sq. feet in a 24 hour period, (Reference ASTM F 1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride). Application of a Moisture Control Layer will reduce the number of total broadcast coats.

E. Allow concrete to cure for a minimum of 28 days before coating.

F. Level protrusions and mortar spatter.

3.4 APPLICATION

A. Apply coatings in accordance with manufacturer's instructions.

B. Mix and thin coatings, including multi-component materials, in accordance with manufacturer’s instructions.

C. Keep containers closed when not in use to avoid contamination.

D. Do not use mixed coatings beyond pot life limits.

E. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer’s instructions.

F. Uniformly apply coatings at spreading rate required to achieve specified DFT.

G. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.

H. Install rolled radius cove base where directed by owner in accordance with the manufacturer’s written instructions and as indicated on Drawing No. TFS-15.

I. Fill all cracks and recessed joints, including control and construction joints per the methods outlined below for each specific area. When filled, joint should be flush with the floor surface.

1. For Hairline Crack Treatment: Refer to Tnemec StrataShield Drawing No. TFS-05.
2. For Moving Crack Treatment: Refer to Tnemec StrataShield Drawing No. TFS-07.
3. For Trench Drain Treatment: Refer to Tnemec StrataShield Drawing No. TFS-04.

J. Prepare Leading Edge Termination in accordance with Tnemec StrataShield Drawing TFS-01.

3.5 REPAIR

A. Materials and Surfaces Not Scheduled to Be Coated: Repair or replace damaged materials and surfaces affected by installation not scheduled to be coated.

B. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.

C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

3.6 FIELD QUALITY CONTROL

A. Manufacturer's Field Services: Manufacturer's representative shall provide technical assistance and guidance for surface preparation and application of coating systems.

3.7 CLEANING

A. Remove temporary coverings and protection of surrounding areas and surfaces.

3.8 PROTECTION OF COATING SYSTEMS

A. Protect surfaces of coating systems from damage during construction.

3.9 ONE-YEAR INSPECTION

A. Owner will set date for one-year inspection of coating systems.

B. Inspection shall be attended by Owner, Contractor, Owner, and manufacturer's representative.

C. Repair deficiencies in coating systems as determined by Owner in accordance with manufacturer's instructions.

3.10 BID SCHEDULE

BIDDER agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the following unit prices:

Base Bid:

Install 1/8" Epoxy Floor Coating and Rolled Radius Coving

Furnish and install materials necessary to perform the Install of a 1/8" Epoxy Floor Coating and Rolled Radius Coving in accordance with the specifications and floor details for the following unit bid

Prices and quantities.

END OF SECTION 09 67 23

SECTION 09 91 00 - PAINTING

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. General Contractor provide:
   a. Surface preparation, painting, and finishing of exposed items and surfaces.

1.2 SUBMITTALS

A. Submit the following according to Standard Documents for Construction and Specification Section 01 33 23

B. Product data for each paint system specified, including block fillers and primers.

1. Provide the manufacturer's technical information including label analysis and instructions for handling, storage, and application of each material proposed for use.
2. List each material and crossreference the specific coating, finish system, and application. Identify each material by the manufacturer's catalog number and general classification.

C. Samples for initial color selection in the form of manufacturer's color charts.

1.3 QUALITY ASSURANCE

A. Applicator Qualifications: An experienced applicator who has completed painting system applications similar in material and extent to those indicated for the Project that have resulted in a construction record of successful inservice performance.

B. SingleSource Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:

1. Product name or title of material.
2. Product description (generic classification or binder type).
3. Manufacturer's stock number and date of manufacture.
4. Contents by volume, for pigment and vehicle constituents.
5. Thinning instructions.

6. Application instructions.
7. Color name and number.

B. Store materials not in use in tightly covered containers in a wellventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.

1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.5 JOB CONDITIONS

A. Apply waterbased paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg F and 90 deg F.

B. Apply solventthinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg F and 95 deg F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturer: Subject to compliance with requirements, provide products of one of the following:

1. Benjamin Moore and Co. (Moore).
2. PPG Industries, Pittsburgh Paints (PPG).
3. Pratt and Lambert (P & L).
4. Sherwin Williams (S-W).
5. The Glidden Company (Glidden).

2.2 PAINT MATERIALS

A. Material Compatibility: Provide primers, finish coat materials, and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.

B. Material Quality: Provide the manufacturer's best quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.

1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish the

manufacturer's material data and certificates of performance for proposed substitutions.

C. Colors: Match colors indicated by reference to the manufacturer's standard color designations.

D. Primers: Provide the manufacturer's recommended factory formulated primers that are compatible with the substrate and finish coats indicated.

2.3 UNDERCOAT MATERIALS

A. Undercoat Materials: Provide the manufacturer's recommended factory formulated undercoat materials that are compatible with the substrate and finish coats indicated.

2.4 INTERIOR FINISH PAINT MATERIAL

A. Finish Paint: Provide the manufacturer's recommended factory formulated finish coat materials that are compatible with the substrate and undercoats indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Surfaces receiving paint must be thoroughly dry before paint is applied.

1. Do not begin to apply paint until unsatisfactory conditions have been corrected.
2. Start of painting will be construed as acceptance of surfaces and conditions within a particular area.

B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

1. Notify the Architect/Engineer about anticipated problems using the materials specified over substrates primed by others.

3.2 PREPARATION

A. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted, or provide surface applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.

B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease prior to cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

C. Surface Preparation: Clean and prepare surfaces to be painted according to the manufacturer's instructions for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and reprime. Notify Architect in writing about anticipated problems using the specified finishcoat material with substrates primed by others.
2. Ferrous Metals: Clean ungalvanized ferrous metal surfaces that have not been shopcoated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council (SSPC).
3. Treat bare or pickled clean metal with a metal treatment wash coat before priming.
4. Touch up bare areas and shopapplied prime coats that have been damaged. Wirebrush, clean with solvents recommended by the paint manufacturer, and touch up with the same primer as the shop coat.
5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleumbased solvents so that the surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
6. Asphalt, Creosote, or Bituminous Surfaces scheduled for Paint Finish: Remove foreign particles to permit adhesion of finishing materials. Apply compatible sealer or primer.
7. Gypsum, Board Surfaces: Latex fill minor defects. Spot prime defects after repair.

D. Materials Preparation: Carefully mix and prepare paint materials according to manufacturer's directions.

1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
3. Use only thinners approved by the paint manufacturer and only within recommended limits.

E. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

A. Apply paint according to manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

1. Paint colors, surface treatments, and finishes are indicated in the schedules.
2. Provide finish coats that are compatible with primers used.
3. The number of coats and the film thickness required are the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce a smooth even surface according to the manufacturer's directions.
4. Apply additional coats if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
5. The term exposed surfaces includes areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
6. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
7. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
8. Finish doors on tops, bottoms, and side edges same as faces.
9. Sand lightly between each succeeding enamel coat.
10. Omit primer on metal surfaces that have been shopprimed and touchup painted.

C. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.

D. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to the manufacturer's directions.

1. Brushes: Use brushes best suited for the material applied.
2. Rollers: Use rollers of carpet, velvet back, or highpile sheep's wool as recommended by the manufacturer for the material and texture required.
3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.

E. Minimum Coating Thickness: Apply materials no thinner than the manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.

F. Mechanical and Electrical Work: Painting mechanical and electrical work is limited to items exposed in occupied spaces, spaces.

G. Mechanical items to be painted include, but are not limited to, the following:

1. Piping, pipe hangers, and supports.
2. Heat exchangers.
3. Tanks.
4. Ductwork.
5. Insulation.
6. Supports.
7. Motors and mechanical equipment.
8. Accessory items.

H. Electrical items to be painted include, but are not limited to, the following:

1. Conduit and fittings.
2. Switchgear.

I. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

J. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been primecoated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.

K. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.

L. Pigmented (Opaque) Finishes: Completely cover to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

M. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with specified requirements.

3.4 CLEANING

A. Cleanup: At the end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.

1. After completing painting, clean glass and paintspattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.5 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.

B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.

1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINT SCHEDULE

A. Provide the following paint systems for the various substrates, as indicated:

B. Ferrous Metal: Primer is not required on shopprimed items.

1. Lusterless Alkyd Enamel: Two finish coats over primer.
2. Primer: Synthetic rustinhibiting primer.
    a. Moore:P07-01 Superspec Universal Alkyd Metal Primer
    b. PPG:6212 White Inhibitive Metal Primer.
    c. SW:Kem Bond HS
3. First and Second Coats: alkyd enamel.
    a. Moore:P22 Superspec Urethane Alkyd Gloss Enamel
    b. PPG:7-282 Alkyd Enamel Gloss
    c. SW:Industrial Alkyd Urethane

3.7 INTERIOR PAINT AND FINISHING SCHEDULE

A. Provide the following paint systems for the substrate, as indicated.

B. Block Walls

1. Satin Finish: Two coats over primer, with total dry film thickness not less than 2.5 mils.
2. Primer: White latex primer
    a. S-W: Pro-Mar 200 Latex Wall Primer B28W8200
3. First and Second Coats: Interior, satin, odorless, latex
    a. S-W: Pro-Mar 200 Zero VOC Interior Latex Eg-Shel

END OF SECTION 09 91 00

SECTION 10 21 13 - TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. General Contractor Provide:
2. Metal partitions for toilet cubicles.
3. Urinal screens.
4. Attachment hardware.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 09 67 23 - Resinous Flooring.
2. 10 28 13 - Toilet Accessories.

1.3 REFERENCES

A. ASTM A424 Steel Sheets for Porcelain Enameling.

B. ASTM A526 Steel Sheet, ZincCoated (Galvanized) by the HotDip Process, Commercial Quality.

C. ASTM A167 Stainless and Heat Resisting ChromiumNickel Steel Plate, Sheet, and Strip.

D. Illinois Accessibility Code, 1997.

1.4 SUBMITTALS

A. In accord with 01 33 23:

1. Product data and installation instructions.
2. Shop Drawings: Clearly indicate partition layouts, swing of doors, elevations, anchorage and mounting details; panel construction; components hardware; finishes and all relevant dimensions.
3. Color Samples.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Metal Partitions and Urinal Screens:

1. Sanymetal Products Company, Inc., Cleveland, OH
2. Metpar Steel Products Corp., Westbury, NY
3. Global Steel Products Corp., Indianapolis, IN
4. Accurate Partitions Corp., Lyons, IL

2.2 METAL TOILET PARTITION TYPE

A. Generic description: Provide floor mounted, headrail braced type metal toilet partitions.

B. Approved products:

1.	Sanymetal	Academy
2.	Metpar	Corinthian Type FP500
3.	Global	Powder Coat D
4.	Accurate	Powder Coated

2.3 METAL TOILET PARTITION AND URINAL SCREEN MATERIALS

A. Galvanized Sheet Steel: ASTM A526, G90 zinc coating, of the following thicknesses:

1. Panels and doors: Minimum 22 gauge base steel thickness.
2. Pilasters: Minimum 20 gauge base steel thickness.
3. Reinforcement: Minimum 12 gauge base steel thickness.

B. Headrails: Minimum 1" x 1-5/8" tubular steel, with cast socket type wall brackets.

C. Pilaster Shoes: 3" high; ASTM A167, Type 302/304, No. 4 polished finish stainless steel.

D. Attachments, Screws, and Bolts: Stainless steel; tamperproof type; heavy duty extruded aluminum brackets.

E. Hardware: Chrome plated nonferrous cast pivot hinges, gravity type, adjustable for door close positioning; nylon bearings; thumb turn or slider bar door latch; door strike and keeper with rubber bumper; cast alloy chrome plated coat hook and bumper.

F. Urinal Screens: Wall Hung

2.4 FABRICATION

A. Doors and Panels: 1" thick x 24" wide x 58" high sheet steel face pressure bonded to sound deadening core, 32" wide door; swinging out for stalls for handicapped use.

B. Pilasters: 1-1/4" thick; constructed same as doors, of sizes required to suit cubicle widths and spacing.

C. Provide formed and closed edges for doors, panels and pilasters. Miter and weld corners and grind smooth.

D. Provide internal reinforcement in areas of attached hardware and fittings. Mark locations of reinforcement for partition mounted washroom accessories.

2.5 METAL FINISHING

A. Clean, degrease, and neutralize panels; follow immediately with a phosphate treatment, prime coat and two finish coats baked enamel of colors selected by Architect/Engineer from manufacturer's standard selections.

PART 3 - EXECUTION

3.1 PREPARATION

A. Examine site conditions to which work is to be applied. Report discrepancies to Architect in writing.

B. Take site dimensions affecting this work.

C. Ensure correct spacing of plumbing fixtures.

D. Ensure correct location or builtin framing, anchorage, and bracing where required.

3.2 INSTALLATION

A. Install partitions secure, plumb, level and square.

B. Leave 1/2" space between wall and panels and between wall and pilasters.

C. Attach panel brackets securely to walls using anchor devices.

D. Attach panels and pilasters to bracket with through sleeve tamperproof bolts and nuts. Locate head rail joints at pilaster center lines.

E. Install 24 inch wide x 42 inch high stainless steel protective splash panels on partitions adjacent to urinals. Fasten with stainless steel screws spaced 8 inches oc.

F. Provide adjustment for floor variations with screw jack through steel saddles integral with pilaster. Conceal floor fastenings with stainless steel shoes.

END OF SECTION 10 21 13

PART 1 - GENERAL

1.1 SCOPE

A. Furnish and install accordion partition and suspension system specified.

B. Provide all tools, equipment and labor necessary to complete the accordion partition installation.

1.2 RELATED WORK BY OTHERS

A. Preparation of opening and surrounding construction.

B. All header, support structure, partition pockets, backing at jambs and wall surface preparation.

C. All adjacent structure sound attenuation work, insulation and fireproofing as required in Section 1.4.

1.3 SUBMITTALS

A. Complete shop drawings, indicating location and product construction details. Include plans, elevations, sections, and attachment to other construction.

B. Partition covering samples showing full range of colors available.

C. Manufacturer's literature, including product brochures, technical sheets, installation instructions and operation and maintenance instructions as requested.

1.4 QUALITY ASSURANCE

A. Accordion partition acoustical rating shall be verified through testing by qualified independent acoustical testing laboratory in accordance with ASTM E90 and ASTM E413 test procedures.

B. Surface burning rating shall be class A in accordance with ASTM E84.

C. Preparation of the opening shall conform to the criteria set forth per ASTM E557.

1.5 DELIVERY AND STORAGE

A. Product shall be packaged for shipment from manufacturer in custom-fabricated protective wrapping.

B. All shipping containers shall be properly marked externally for content and destination.

C. Contractor shall assume responsibility for delivered product integrity if product is shipped and stored prior to installation. Contractor is responsible for product integrity after wall delivery.

D. Contractor shall insure the area to be used for uncrating and/or staging the accordion partition prior to installation is clean and free of debris.

1.6 WARRANTY

A. KWIK-WALL's limited warranty guarantees the product to be free from factory originated defects in materials and workmanship for a period of five (5) years from the date of installation.

B. Pantographic frame, wheels, trolleys and track shall be guaranteed against operating failure in the course of normal usage for a period of five (5) years from the date of installation.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Accordion partitions shall be Model (select): VL-8, VL-6 or VL-2 supplied by Curition a division of Kwik-Wall.

B. Other manufacturers wishing to bid product similar to KWIK-WALL's VL Series shall submit data to the architect at least ten (10) days prior to bid opening to support compliance with bid specification.

C. Alternative bidders shall guarantee their product specifications comply with the product specified.

2.2 OPERATION

A. Accordion partitions shall be top supported and moved manually to the closed (latched) position or to the open (stacked) position by pulling or pushing the handle through the range of partition movement. The partition shall be secured in the closed position by the latch mechanism, tiebacks or pocket door, if specified, in the closed position.

2.3 MATERIALS

A. Partition covers shall be fastened to the frame with permanent rivets through concealed nylon webbing, double stitched to the inside surface. Rivets shall not penetrate outer lining and shall not be visible.

B. Sound retardant liners shall be filled polyvinyl sheets. VL-8 to have 1/2" fiberglass blankets.

C. Covers shall have multi-ply rubberized sweep strips of neutral color, top and bottom, both sides, for sound attenuation. Top sweep strips shall be 1/2". Bottom sweep strips shall be (select):

1. 1 1/2" (standard)
2. 3" for field trimming to compensate for non-level floor conditions.

D. Internal framing shall be 3/16”-diameter wire rod, welded to interlocking, collapsible/extendible full channel hinges and shall provide true pantographic motion. Hinges shall be custom formed 14-gauge steel plate, welded to frame at top, bottom and intermediate points not to exceed 3’-6” vertical spacing on any partition over 6’-8” in height. Steel spacing chain shall be installed along the frame centerline to control hinge movement.

E. Lead and end posts shall be of minimum 14-gauge box-channel steel. The lead post shall be mounted to the leading partition edge and will contain die cast chrome plated latch hardware and rubber acoustical seals. All jambs and posts and shall be wrapped with the same material as the partition covers.

F. Stack dimensions shall be:

	VL-8	VL-6	VL-2
Stack Depth	2.6”	2.0”	2.0”
(in./ft. of door)	(add 5” for lead and tail post)		
Stack Width	10”	9.5”	9.5”

G. Hanging weight shall be:

	VL-8	VL-6	VL-2	
lbs./sq. ft.	7.0	3.7	3.2	2.7

2.4 FINISHES

A. Panel face finish shall be factory-applied Class "A" rated material (select):

1. Reinforced vinyl fabric with woven backing weighing not less than 21 ounces per yard.
2. Carpet of non-woven, 100% Polyester staple fiber with fusible latex backing weighing not less than 23 ounces per yard.
3. Optional Upgrade Fabric: consisting of fade and tear resistant fabric that resists water-based stains weighing 13 oz./lin. yd.
4. Customer supplied material. (subject to factory approval)

2.5 OPTIONS

A. Available options shall include:

1. Locks: one or both sides.
2. Radius construction for curved applications.
3. Track switches for alternate storage or multi-location applications.
4. Floating posts for latching of multiple partitions in L, T and X configurations.
5. Sliding jamb boards for pocket storage.
6. Conversion latch.

2.6 SUSPENSION SYSTEM

A. Track shall be Kwik-Wall #4 architectural grade aluminum extrusion with custom taper design to prevent wheel chatter. Optional aluminum ceiling guard shall be available. Track mounting shall be (select): Surface Mounted or Concealed.

B. Frame shall be supported by 1" steel wheels mounted over matched precision bearings, with nylon tires affixed to load rated, heat treated swivel joint carriers.

C. Carriers shall be four-wheel units at the lead post and two-wheel units at every support point, with spacing of carriers not to exceed 11" apart.

2.7 ACOUSTICAL PERFORMANCE

A. An accredited acoustical testing laboratory (U.S. Commerce, NVLAP) shall have tested laboratory acoustical performance of the partition in accordance with ASTM E90 test standards. Laboratory Sound Transmission Classification (STC) ratings shall be:

	VL-8	VL-6	VL-2
STC	40	38	35

B. Copies of original test reports shall be made available upon request.

PART 3 - EXECUTION

3.1 PREPARATION

A. Preparation of opening to house accordion partition shall be by others in accordance with architectural plans, manufacturers shop drawings and ASTM E557.

B. Prior to installation, a manufacturer-authorized representative shall inspect the accordion partition. Any discrepancies noted shall be brought to the attention of the site supervisor, architect and manufacturer for remediation.

3.2 INSTALLATION

A. Installation shall be accomplished in strict accordance with approved shop drawings and architectural plans.

B. Installation shall be accomplished by an authorized representative in full compliance with manufacturer's written instructions (included with each shipment).

C. General Contractor shall be responsible for on-site product integrity.

D. Installer shall train owner's representatives in proper wall operation and maintenance.

E. Installer shall insure removal and proper disposal of all shipping materials and packaging associated with the accordion partitions from the work site upon completion of the installation.

END 102233

SECTION 10 28 13 - TOILET ACCESSORIES

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. General Contractor provide:
2. Toilet accessories as shown on the drawings and herein specified.
3. Attachment hardware.

1.2 RELATED WORK

A. Specified elsewhere:

1. 10 21 13 - Toilet Compartments

1.3 QUALITY ASSURANCE

A. Regulatory Requirements. Conform to:

1. Illinois Accessibility Code, latest.

1.4 REFERENCES:

A. ANSI A117.1, 1986 Safety Standards for the Handicapped.

B. ASTM A167 Stainless and HeatResisting ChromiumNickel Steel Plate, Sheet, and Strip.

C. ASTM A366 Steel, Carbon, ColdRolled Sheet, Commercial Quality.

1.5 SUBMITTALS

A. In accord with 01 33 23:

1. Manufacturer’s Product Data:
   a. Illustrate each accessory item.
   b. Installation method and instructions.
   c. Finishes.
2. Schedule: List each accessory and it’s location by room name and number.

1.6 DELIVERY, STORAGE, AND HANDLING

A. In accord with 01 66 00.

1. Do not deliver to site until rooms in which items are to be installed are ready to receive them.
2. Pack individually in a manner to protect accessory and it's finish.

1.7 COORDINATION

A. Coordinate the work with the placement of internal wall reinforcement to receive anchor attachments.

1.8 WARRANTY

A. In accord with General Conditions:

1. General Contractor: One year.

PART 2 - PRODUCT

2.1 ACCEPTABLE MANUFACTURERS

A. American Specialities, Inc., Yonkers, NY

B. Bobrick Washroom Equipment, Inc., North Hollywood, California

C. Bradley Corporation, Menomonee Falls, Wisconsin

2.2 MATERIALS

A. Toilet Accessories:

1. Foaming Soap Dispenser: Surface mounted type, 304 stainless steel, satin finish.
   a. Bobrick: B-270 ConturaSeries surface-mounted sanitary napkin disposal
   b. Bradley:Approved equal
   c. ASI:Approved equal

PART 3 - EXECUTION

3.1 INSPECTION

A. Check areas to receive units for conditions that would affect quality and execution of work. Verify the provisions of blocking for mounting.

B. Verify spacing of plumbing fixtures that affect installation of accessories.

C. Do not begin installation of accessories until surfaces are acceptable.

3.2 INSTALLATION/APPLICATION/PERFORMANCE

A. Install all toilet accessories in strict accordance with the manufacture’s installation instructions in locations and at mounting heights detailed on the drawings.

B. Installation of toilet accessories shall conform to the “Illinois Accessibility Code”, 1997, ANSI - 1986, and ADAAG.

C. All accessories shall be set level and plumb.

3.3 ADJUST AND CLEAN

A. Adjust accessories for proper operation.

B. After completion of installation, clean and polish all exposed surfaces.

3.4 PROTECTION

A. Maintain protective covers on all units until installation is complete.

B. Remove protective covers at final clean-up of installation.

END OF SECTION 10 28 13

SECTION 12 30 00 - CASEWORK

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. General Contractor provide:
   a. Plastic laminate valance panels.
   b. Plastic laminate countertops.
   c. Solid surface tops.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 22 10 00 - Plumbing Systems

1.3 QUALITY ASSURANCE

A. Perform Work in accordance with ANSI 161.1.

B. Qualifications of:

1. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years experience.

1.4 REFERENCES: Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work. In conflict between referenced Standards and contract documents, notify Architect/Engineer immediately. Confirm notification in writing. Do not proceed with the work until the Architect issues written instructions.

A. ANSI 161.1 Minimum Construction and Performance Standards for Kitchen and Vanity Cabinets.

B. Manufacturer's Catalogs: The acceptable manufacturer's catalogs, current at date of bidding documents, are incorporated by reference to the same force and effect as if repeated herein at length.

1.5 SUBMITTALS

A. In accord with 01 33 23:

1. Shop Drawings: Indicate casework locations, large scale plans, elevations, roughin and anchor placement dimensions and tolerances, and clearances required.
2. Product Data: Provide component dimensions, configurations, construction details, joint details, and hardware.
3. Samples: Two samples, minimum size 3 x 6 inches of color of finish.

1.6 PROJECT/SITE CONDITIONS

A. Existing conditions:

1. Verify that field measurements are as indicated on shop drawings.

PART 2 - PRODUCTS

2.1 PLASTIC LAMINATE MANUFACTURER:

A. Wilsonart - Valance Panels and Countertops

1. Color to be selected from the manufacturer's full line

B. Formica - Valance Panels and Countertops

1. Color to be selected from the manufacturer's full line

2.2 SOLID SURFACE MANUFACTURER:

A. Wilsonart – Solid Surface Countertop

1. Color to be selected from the manufacturer's full line

B. Formica – Solid Surface Countertop

1. Color to be selected from the manufacturer's full line

C. Corian – Solid Surface Countertop

1. Color to be selected from the manufacturer’s full line

2.3 PLASTIC LAMINATE COUNTERTOPS

A. Plastic laminate countertops shall be surfaced with general purpose .040 thick plastic laminate meeting NEMA spec. D3-1975. Countertop cores shall be 1/8" full thickness 45 lb. density particleboard. All exposed edges shall be covered with same laminate as top surface. Tops shall include backing sheet on underside.

B. Backsplashes and endsplashes are to be provided as indicated on drawings and shall be surfaced with same laminate as top. Cores shall be 45 lb. density particleboard, 3/4" thick.

C. Joints in continuous tops shall be minimized as much as possible. Where splice joints are required, they shall be joined with a combination of dowels from alignment and tight joint fasteners as required to provide a uniform and gapless joint.

2.4 SOLID SURFACE COUNTERTOPS

A. Description:

1. Homogenous sheet material composed of acrylic resins, fire-retarder filler materials, and coloring agents.
2. Nominal sheet thickness: 0.50 inch
3. Surface burning characteristics in accordance with ASTM E 84: Class I or A, and as follows:
   a. Flame spread: <25.
   b. Smoke developed: <25.
4. Liquid Absorption, ISO 4586-2, for ½ inch material thickness: 0.4 percent after 2 hour period.
5. Izod Impact, ASTM D 256, Method A: 0.3 foot pounds per inch.
6. Tensile Modulus, ASTM D 638 Nominal: 1.2 million pounds per square inch.
7. Thermal Expansion, ASTM D 696: 0.000018 per inch per degree F, maximum.
8. Hardness, ASTM D 2583, Barcol Impressor: 57.
9. Flexural Toughness, ASTM D 790: 3 (in.-lb,/in^3).
10. Deflection Temperature under load, ASTM D 648: 90 degrees C.
11. Stain Resistance, ANSI Z-124.3 Modified; 3.4: No effect.
12. Boiling Water Resistance, NEMA LD 3-3.05: No effect
13. High Temp. Resistance, NEMA LD 3-3.06: No effect.
14. Radiant Heat Resistance, NEMA LD 3-3.10: No effect
15. Light Resistance, NEMA LD 3-3.03: No effect.
16. Ball Impact Resistance, NEMA LD 3-3.08, one half pound ball, unsupported: 125 inches.
17. Specific Gravity (Density ASTM D792): 1.60 grams per cubic centimeter.
18. Approximate weight: 4.20 pounds per square foot.
19. Weatherability, ASTM D 2565: Pass.
20. Fungus Resistance, ASTM G 21: Pass
21. Bacterial Resistance, ASTM G 22: Pass.
22. Pittsburgh Protocol Toxicity: 66.9 grams

B. Accessory materials

1. Joint adhesive: Manufacturer's standard adhesive to create inconspicuous, nonporous joints, with a chemical bond (WA8215).

C. Fabrication:

1. Fabrication to be performed by a certified solid surface fabricator/installer.
2. Fabricate components in shop to greatest extent practical to size and shape indicated, in accordance with approved shop drawing and Wilsonart published requirements.
3. Manufacturer's Solid Surface Fabrication Manual.
4. Form joints between components using manufacturer's standard joint adhesive. Joints shall be inconspicuous in appearance and without voids. Attach 4" wide reinforcing strip under joints required by Deck Seam Section of the Wilsonart Solid Surface Fabrication Manual (SS0319).
5. Provide holes and cutouts for plumbing and bath accessories as indicated on shop drawings.
6. Rout and finish component edges to a smooth, uniform finish. Rout all cutouts then sand all edges smooth. Repair or reject defective or inaccurate work.
7. Finish: Surfaces shall have a uniform finish.
    a. Matte: Standard finish for high traffic areas, requires that least amount of maintenance.
    b. Satin: Standard finish for darker Gibraltar and Earthstone patterns, requires minimal maintenance.
    c. Semi-gloss: Higher sheen with greater reflectance, suggested for lower traffic areas, requires increased maintenance.
    d. Gloss: Maximum sheen and reflectance, recommended for light traffic areas or vertical applications.
8. Thermoforming: Comply with forming data from manufacturer.
    a. Construct matching molds to form component shape.
    b. Form pieces to shape prior to seaming and joining.
    c. Cut pieces larger than finished dimensions, sand edges, remove all nicks and scratches.
    d. Heat entire component uniformly between 280 degrees - 325 degrees F during forming.
    e. Prevent blistering, whitening or cracking of solid surface material during forming.

PART 3 - EXECUTION

3.1 INSPECTION

A. Verify conditions.

B. Verify adequacy of support framing.

3.2 COUNTERTOPS

A. Examination

1. Examine substrates to receive solid surfacing. Identify conditions detrimental to proper or timely installation. Do not commence installation until conditions have been corrected.

B. Preparation:

1. Precondition solid surfacing in accordance with manufacturer's printed installation instructions.

C. Installation:

1. Install components plumb and level, in accordance with approved shop drawing, project installation details and manufacture's printed instructions.
2. Form joints using manufacturer's approved adhesive, with joints inconspicuous in finished work.
3. Adhere undermount sinks/bowls to countertop using manufacturer's recommended joint adhesive.
4. Adhere topmount sinks/bowls to countertop using manufacturer's recommended adhesive/silicone sealant.
5. Provide backsplashes and endsplashes as indicated on the drawings. Adhere to countertops using manufacturer's recommended silicone sealant.
6. Remove excessive adhesive and sealants. Components shall be clean on Date of Substantial Completion.
7. Coordinate plumbing installation with Division 22.

3.3 PROTECTION

A. Protect finished Work.

B. Do not permit finished casework to be exposed to continued construction activity.

END OF SECTION 12 30 00

PART 1 - GENERAL

1.1 WORK INCLUDES.

A. Base Bid:

1. Plumbing contractor shall provide the following:
   a. New interior domestic hot and cold (CPVC & CTS) piping and fittings.
   b. New exterior and interior soil, waste and vent piping.
   c. New shut off valves.
   d. Pipe hangers, sleeves, anchors & piping specialties.
   e. Cutting and patching (existing walls and floors).
   f. New gas piping to gas fired equipment.

1.2 RELATED WORK.

A. Specified elsewhere:

1. 15250 - Mechanical Insulation.
2. 15400 - Plumbing Systems.
3. 15992 - Piping System Testing, Adjusting & Balancing.

1.3 QUALITY ASSURANCE.

A. Qualifications:

1. ASME B31.2 Bonding Procedure Specification (BPS)
   a. All installer/bonders shall be trained in accordance with ASME B31.3-2010 section A328 for proper thermoplastic solvent cementing techniques. Each employer shall be responsible for the bonding done by personnel of his organization and shall conduct the required performance qualification tests to qualify bonding procedure specifications (BPS) and bonders or bonding operators. Production joints shall be made only in accordance with a written bonding procedure specification (BPS) that has been qualified in accordance with para. A328.2. Manufacturers of piping materials, bonding materials, and bonding equipment shall be consulted in the preparation of the BPS.
   b. Performance Requalification: Renewal of a bonding performance qualification shall be required when a bonder or bonding operator has not used the specific bonding process for a period of 6 months or more or there is specific reason to question the individual's ability to make bonds that meet the BPS.

B. Regulatory Requirements:

1. Applicable codes:
    a. 2011 National Electrical Code.
    b. 2014 Illinois State Plumbing Code.
    c. Latest Edition NFPA 13.
    d. Latest Edition NFPA 54.
    e. 2015 International Energy Conservation Code.
    f. 2012 International Building Code.
    g. NSF
2. Tests by independent agencies whose classifications and requirements have general acceptance as regulatory:
    a. National Fire Protection Association (NFPA).
    b. Underwriters Laboratories, Inc. (UL).
    c. American Society of Mechanical Engineers (ASME).
    d. American Society for Testing Materials (ASTM).
    e. American Water Works Association (AWWA).
    f. American Society of Heating, Refrigeration and Air Conditioning Engineer (ASHRAE).

C. Referenced standards, specifications, catalogs:

1. Illinois Accessibility Code, latest, (ANSI A1171).

1.4 SUBMITTALS.

A. In accord with 01340:

1. Product data:
    a. Piping.
    b. Valves and cocks.
    c. Cement and applicators.

1.5 WARRANTY TIME PERIOD. One year in accord with General Conditions.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pipe & pipe fittings:

1. Above or under the floor soil, drain, storm, and waste stacks: Schedule 40 PVC-DWV or ABS-DWV plastic pipe and solvent welded drainage fittings.
2. Domestic hot and cold water piping: within building and above the concrete floor shall be Schedule 40 cpvc, ABS pipe and solvent welded fittings.
3. All cpvc and pvc piping and fittings shall be manufactured by Spears Pipe Corporation. Contact: Mr. Phil Pate (314) 835-1818.

B. Supports, anchors and seals:

	Item	Fee & Mason No.	Grinnell No.	Elcen No.
1.	Clevis hangers (cpvc pipe)	239	260	12

C. Valves and cocks: (manual)

	Item	Nibco No.	Stockham No.	Milwaukee No.
1.	Gate valves (2” & smaller)	T-113	B103	105
2.	Ball valves (male threaded ends)	T-560-BR-66	T117-BR-2	BB1-100

PART 3 - EXECUTION

3.1 INSTALLATION.

A. Piping:

1. Piping systems shall be laid out in a direct manner to obtain an installation in conformity with drawings and specifications.
2. Each section of pipe, special fittings, traps and valve, shall be carefully inspected and thoroughly cleaned inside before installing. Pipe shall be in accordance with sizes shown on drawings and shall proceed up grade.
3. All special lengths of pipe shall be cut accurately to measurements established at site and shall be worked into place without springing or forcing. Cut sections of pipe shall be reamed to remove all burrs. Allowance shall be made to cover contingencies as to lengths of runs.
4. All piping shall be concealed unless otherwise noted on drawings.
5. Exposed pipe, where shown, shall be run parallel to or at right angles with lines of building, or with other exposed pipes, care being taken to avoid all windows, doors, or other outlets, and not to weaken any structural portions of building. Maximum headroom under exposed piping shall be maintained.
6. Where exposed groups of pipe runs are shown, various runs shall be spaced approximately 6" on center, and turn at same level and pitch wherever possible.
7. Each length of pipe and fitting shall bear manufacturer's characteristic identifying mark or marks.
8. All changes in direction shall be made with fittings.
9. Unions shall be installed on discharge side of each valve, and for all final connections to fixtures, or equipment, the trimmings of which do not permit their convenient removal.

10. The location of all unions, cleanouts, and valves, shall be conveniently accessible with reference to finished building. During entire time of building construction, each open end of pipe, fittings, trap, and valve shall be protected with a watertight plug or cap.
11. Install piping so that it will be free to expand and contract without damage to the supporting structure or to connected equipment.

B. Pipe & pipe fittings:

1. Waste & vent piping (Sch. 40 PVC):
    a. Each soil, waste, and drain stack shall have accessible cleanout per code.
    b. Where possible, interior sewers and branches shall pitch down l/2" per foot, but not less than l/8" per foot.
    c. Connections to soil, waste, and drain stacks shall be at 45 degrees; those to vent stacks may be at 45 degrees or 90 degrees.
    d. All plumbing fixtures shall be vented to prevent siphoning of traps. Venting shown on drawings is minimum required.
    e. Provide service class cast iron, no-hub pipe and fittings in return air plenums.
2. Water piping: (hot and cold)
    a. A complete system of CPVC water piping shall be furnished and installed to all appurtenances requiring water.
    b. Nipples and couplings used with pipe shall be of same type material as pipe. Nipples used for final connections to fixtures shall be chrome plated brass when in exposed locations.
    c. Bushings will not be permitted in fittings in any part of water supply piping.
    d. Provide dielectric unions at all locations where pipe materials change from ferrous to non-ferrous.
    e. When assembling metal and plastic threads, the preferred method is plastic male threads with metal female threads.
    f. Each supply branch to a group of fixtures shall be provided with valves as shown on drawings.
    g. Each cold water and hot water supply riser and fixture supply shall have a separate air chamber not less than l2" long (24" for flush valves) and the same size as supply to fixtures, but shall not be less than l/2".
    h. CPVC pipe and fittings are joined with one step CPVC cements. The solvent cement shall be yellow in color. The type of cements shall be manufactured under the ASTMF 493 Standard and will be marked with that number. The label on the can will indicate color and whether a primer is required. The label may also refer to D 2846. Use only CPVC cement and follow the cement manufacturer’s recommendations in selecting and using the primers and cements. All other conditions of cementing CPVC are identical to those of PVC DWV and PVC water piping, including safe handling of solvent cements, primers, and cleaners. The solvent cement

applicator shall be of proper size to accommodate the pipe size being installed.

i. Expansion and Contraction: The linear thermal expansion rate for CPVC is approximately 7/16 inch for each 10 degree temperature change for each 100 feet of pipe or tubing. When installing long runs of piping allow 1/16 to 3/32 inch longitudinal clearance per foot of run to accommodate thermal expansion. Proper design includes offsets of 12 inches or more at intervals as required on vertical risers, if they are restrained by horizontal branches. Piping should not be anchored rigidly to a support, but it should be secured with broad, smooth hangers providing for a degree of movement. Refer also to manufacturer's literature.

j. Marking "General": Markings on plastic water pipe should comply with the requirements of the respective standard under which the particular piping is manufactured. Generally, the standards require that the pipe marking be spaced at intervals of not more than 24 inches on some pipes and 5 feet on other pipes. Water piping standards require marking only on one side of the pipe.

k. Marking CPVC: In addition to the general requirements, the following are CPVC specific requirements:

1) CPVC pipe is required by ASTM D 2846 to be permanently marked on one side of the pipe at intervals not exceeding five feet. This marking shall include the following:

a) Manufacturer's name or trademark.
b) ASTM Designation D 2846.
c) Material Designation Code (CPVC 4120) or 23447.
d) Pressure Rating – 100 psi @ 180 degree F.
e) Nominal Size
f) Standard Dimension Ratio – SDR 11
g) The seal or mark of the third party certifier that evaluates the product for use in potable water systems and for conformance with the D 2846 Standard. Fittings markings should include at least (1), (2), (3), and (7) of the above information. Transition fittings must be marked with (1), (3), and (7) of the above information.

C. Hangers, supports, anchors and seals:

1. Hangers, supports, inserts & anchors:

a. Provide all hangers, bracings, supports, inserts, beams, anchors, guides, sleeves, miscellaneous steel, for proper support, alignment, expansions and contraction of piping ductwork, equipment.

b. Piping and equipment shall be adequately supported, either by suspension from the construction above or by means of struts or brackets to the construction below or to the side.

c. Where possible, hangers, piping guides, anchors, and other pipe supporting devices shall be of same manufacturer.

d. Provide all supplemental angels, channels, plates and other items of adequate sizes and design where bracing and supports are required for piping and ductwork between building structural members. Sizing shall provide for weight of duct or pipe, pipe contents, fittings and other items plus a 200 pound load. Attachment to structural members in a manner to weaken the member shall not be allowed without approved prior arrangement to strengthen the weakened structural member. Drilling or welding will not be permitted without Architect's prior written approval.

e. Attachment shall be by clamping, expansion shield anchors, concrete inserts and other items. The forged steel clamp shall include retaining strap for a permanent installation. Where construction permits, power driven fasteners shall be limited to single pipe less than 2-1/2" in size. Attachment standards set forth in UL203 will be acceptable where compatible to the above specifications. No lead shield anchors will be permitted.

f. Provide hangers, threaded rods, turnbuckles, deflection guides, deflection provisions, anchors, guides and all miscellaneous specialties for the attachment of hangers and supports to the structure and for maintaining indicated elevations.

g. Pipes shall be supported in a manner to minimize undesirable stress on bodies of valves and other fittings.

h. Provide continuous insulation through each hanger, support, or sleeve of piping specified for insulation.

i. Provide all supports for the equipment and accessories: Provide all shims, edges, to align equipment.

2. Pipe hangers:

a. Piping inside the structures shall be hung except when it can be supported from the floor or racked adjacent to walls.

b. Materials not galvanized or cadmium plated shall be prime painted before installation.

c. Support components shall be designed, fabricated and installed in general conformance with Sections 120 and 121 of ANSI B13.1, Power Piping, except as modified in this Section.

d. Maximum support spacing and hanger rod sizes for metal pipe shall be in accordance with the following:

Nominal Pipe Size (Inches)	Support Spacing (Feet)	Rod Diameter Inches	
		One Rod	Two Rods
Liquid Service:			
1 and smaller	7	3/8	3/8

1-1/4 and 1-1/2	8	3/8	3/8
2	10	3/8	3/8
2-1/2	11	3/8	3/8
3	12	1/2	3/8
4	14	1/2	3/8
6	17	5/8	1/2

3. Maximum support spacing for CPVC pipe: See Sheet P-2.
   a. CPVC Supports: For 180 degree F service, CPVC should be supported at three feet maximum spacing for sizes one inch and smaller, and four feet maximum spacing for larger sizes. For 73 degrees F service, the support spacing can be increased by 50 percent. It should be strapped or hung in a manner that will permit movement caused by expansion and contraction. Do not fasten tightly to joists or studs. Hangers shall have smooth surface to prevent cutting or abrading the piping.

D. Wall & floor sleeves:

1. Wherever pipes pass through wall, pipe sleeves of #18 gauge galvanized iron, one inch (1") larger than the pipe shall be cemented into the wall. Sleeves shall finish flush with wall lines.
2. All pipes passing through floors shall be protected the entire thickness of the floor construction with a metal sleeve at least one-half inch (l/2") larger than the pipe. Floor sleeves shall be of black steel pipe, and top of sleeves shall extend one and one-half inches (l-l/2") above finished floor line. All floor and wall sleeves shall be large enough to allow for the pipe covering to be continuous through the sleeves.

END OF SECTION 22 00 50

SECTION 22 00 80 - MINOR PLUMBING DEMOLITION FOR REMODELING

PART 1 - GENERAL

1.1 WORK INCLUDES

A. The conditions of the Contract and General Requirements of this Project Manual apply to the General Contractor, subcontractors, material suppliers and all other persons furnishing labor and materials under this section.

B. Base Bid:

1. Plumbing subcontractor shall provide:
   a. Remove the existing plumbing fixtures as shown on the Drawings, etc.
   b. Remove and reinstall the urinals as shown on the Drawings.

1.2 RELATED WORK

A. Specified Elsewhere:

1. DIVISION 1 - Project Schedule

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work: As specified in individual Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. The drawings indicate the scope of work required and do not indicate every duct, diffuser, valve or control device that must be removed.

B. Where walls, ceilings, etc., are indicated as being removed on general plans, the Contractor shall be responsible for the removal of all mechanical equipment, air devices, etc., from the removed area.

C. Bid submittal means Contractor has visited the project site and has verified existing conditions and scope of work.

END OF SECTION 22 00 80

SECTION 22 10 00 - PLUMBING SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDES.

A. Base Bid:

1. Plumbing Subcontractor provide the following:
   a. New plumbing fixtures and trim.
   b. Caulk around fixtures where they meet walls and floors.

1.2 RELATED WORK.

A. Specified elsewhere:

1. 22 00 80 – Minor Plumbing Demolition for Remodeling.

1.3 QUALITY ASSURANCE.

A. Regulatory requirements:

1. Governing codes:
   a. 2014 Illinois State Plumbing Code.
   b. 2011 National Electrical Code.
2. Standards or tests by independent agencies whose classifications and requirements have general acceptance as regulatory:
   a. Underwriter's Laboratories, Inc. (UL).

1.4 REFERENCES.

A. Standards:

1. Illinois Accessibility Code, latest (ANSI A117.1).

1.5 SUBMITTALS.

A. In accord with 01 33 23:

1. Product data:
   a. Plumbing fixtures and trim.

PART 2 - PRODUCTS

2.1 MATERIALS.

A. Plumbing fixtures and trim:

1. See plumbing fixture schedule on drawings.

PART 3 - EXECUTION

3.1 INSTALLATION.

A. Plumbing fixtures, trim and equipment:

1. This Contractor shall provide plumbing fixtures, reconnect to the existing supplies, stops, and P-traps. See plumbing fixtures schedule on Sheet A-3.

B. COORDINATION.

1. Handicapped fixtures and trim:
   a. The Plumbing Contractor shall coordinate with the Architect drawings before installing handicapped fixtures and trim, to assure that they are installed at the proper heights.

C. CLEAN AND ADJUST.

1. Clean fixtures and equipment:
   a. After completion of installation, remove all paint, grease oil, dirt, labels and fixtures, stickers from all including the exterior of piping.
   b. Plumbing Contractor shall caulk around all fixtures where they meet wall and floor with white, non-shrinking, non-yellowing caulking. Architect reserve the right to inspect for proper installation.

END OF SECTION 22 10 00

SECTION 26 00 80 - MINOR ELECTRICAL DEMOLITION FOR REMODELING

PART 1 - GENERAL

1.1 WORK INCLUDES

A. The conditions of the Contract and General Requirements of this Project Manual apply to the General Contractor, subcontractors, material suppliers and all other persons furnishing labor and materials under this section.

B. Base Bid:

1. Electrical subcontractor shall provide:
   a. Removal of all electrical devices associated with wall and ceiling removal back to the existing junction box.

1.2 RELATED WORK

A. Specified Elsewhere:

1. DIVISION 1 - Project Schedule

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work: As specified in individual Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. The drawings indicate the scope of work required and do not indicate every equipment, conduit wiring, etc., or electrical device that must be removed.

B. Coordinate scope for work with all other Contractors at the project site Schedule removal of equipment and materials to avoid conflicts.

C. Bid submittal means Contractor has visited the project site and has verified existing conditions and scope of work.

END OF SECTION 26 00 80

SECTION 26 05 19 - WIRES AND CABLES FOR ELECCTRICAL SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDES.

A. Base Bid:

1. Electrical Subcontractor provide:
   a. Wiring as shown on drawings or specified including feeders, branch circuit power, lighting system and other systems specified.

1.2 RELATED WORK.

A. Specified elsewhere:

1. 26 00 80 – Minor Electrical Demolition for Remodeling
2. 26 05 33.20 – Raceways for Electrical Systems.
3. 26 05 33.16 – Boxes for Electrical Systems.

1.3 QUALITY ASSURANCE.

A. Regulatory requirements.

1. Wire, cable and installation thereof shall be in accord with the National Electrical Code (NEC 2011)
2. All materials shall be new, without blemish or defect, in accord with standards specified and UL listed or labeled.

1.4 REFERENCES.

A. NEMA WC 3 - Rubber insulated wire and cable.

B. NEMA WC 5 - Thermoplastic insulated wire and cable.

C. ICEA S-61-402.

D. ICEA S-66-524.

E. UL 83.

1.5 SUBMITTALS.

A. No submittals required when using with specified materials.

1.6 DELIVERY, STORAGE AND HANDLING.

A. Materials shall be suitably packaged by manufacturer to prevent damage during shipment. Damaged materials will not be acceptable for use.

B. Store materials on site in clean, dry storage area.

C. Handle all materials carefully to preclude damage. Material with damaged insulation shall not be acceptable for use.

PART 2 - PRODUCTS

2.1 BUILDING WIRE.

A. Thermoplastic insulated building wire: NEMA WC 5, UL-83 ICEA S-61-402 or S-66-524.

B. Feeders and branch circuits larger than 6 AWG: Copper, stranded conductor, 600 volt insulation THW, THHN/THWN, or XHHW.

C. Feeders and branch circuits 6 AWG and smaller: Copper conductor, 600 volt insulation THW, THHN/THWN, or XHHW, 6 and 8 AWG stranded conductor, smaller than 8 AWG, solid conductor.

D. Control circuits: Copper, stranded conductor, 600 volt insulation, THW, or THHN.

E. Color code conductor insulation for 8 AWG or smaller. Standard colors:

1. 120/208V, 3 Phase
   a. Phase A - Black
   b. Phase B - Red
   c. Phase C - Blue
   d. Neutral - White
   e. Ground - Green

F. Acceptable Manufacturers:

1. Anaconda Wire and Cable Company.
2. Collyer Insulated Wire Co.
3. Crescent.
4. General Cable Corporation.
5. General Electric Co.

6. Okonite.
7. Phelps Dodge Cable & Wire Co.
8. Pirelli.
9. Triangle.

2.2 JOINTS & SPLICES.

A. Make terminations, taps and splices with an indent type pressure connector with insulating cover for 8 AWG and smaller.

1. Acceptable Manufacturers:
   a. Buchanan.
   b. Burndy.
   c. Ideal.
   d. Thomas & Betts.

B. Instead of indent type connectors insulated spring compression connectors may be used for 10 AWG and smaller.

1. Acceptable Manufacturers:
   a. AMP, Inc.
   b. Anderson.
   c. Blackburn.
   d. Burndy Corp.
   e. General Electric Co.
   f. Ideal Industries.
   g. ITT Weaver.
   h. O.Z./Gedney Co.
   i. T & B.
   j. 3M Co.

PART 3 - EXECUTION

3.1 BASIC WIRING.

A. Use no wire smaller than 12 AWG for power and lighting circuits, and no smaller than 14 AWG for control wiring.

B. Use 10 AWG conductor for 20 A, 120 V branch circuit home runs longer than 75 ft., and for 20 A, 277 V branch circuit home runs longer than 200 ft.

C. Place an equal number of conductors for each phase of a circuit in same raceway or cable.

D. Splice only in accessible junction or outlet boxes.

E. Neatly train and lace wiring inside boxes, equipment and panelboards.

F. Make conductor lengths for parallel circuits equal.

3.2 WIRING IN RACEWAYS.

A. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricant for pulling 4 AWG and larger wires.

B. Install wire in raceway after interior of building has been physically protected from weather, all Plumbing, or Heating work likely to injure conductors completed, conduit system is complete and interior of raceway cleaned.

3.3 CONNECTIONS AND TERMINATIONS.

A. Identify each conductor in panelboards, junction or pull boxes, or troughs with a permanent pressure sensitive label with suitable numbers or letters for easy recognition. Identify control wiring at each end and in junction boxes with numeric wire number corresponding to control wiring diagram.

B. Thoroughly clean wire before installing lugs and connectors.

C. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.

D. Terminate spare conductors with electrical tape and roll up in box.

3.4 FIELD QUALITY CONTROL.

A. Inspect wiring for physical damage and proper connection.

B. Torque test conductor terminations to manufacturer's recommended values.

C. Perform continuity test on all power branch circuit conductors. Verify proper phasing.

END OF SECTION 26 05 19

SECTION 26 05 33.16 - BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDES.

A. Base Bid:

1. Electrical Subcontractor provide:
   a. All boxes, supports and plates.

1.2 RELATED WORK.

A. Specified elsewhere:

1. 26 00 80 – Minor Electrical Demolition for Remodeling
2. 26 05 33.20 – Raceways for Electrical Systems.
3. 26 05 19 - Wires & Cables for Electrical Systems.

1.3 SYSTEM DESCRIPTION.

A. Boxes include:

1. Wall and ceiling outlet boxes.
2. Pull and junction boxes.

1.4 QUALITY ASSURANCE.

A. Regulatory requirements:

1. Governing codes:
   a. Comply with ANSI C 1. National Electric Code (NEC 2011).
2. Provide materials listed/labeled by UL.
3. Comply with Illinois Steel Products Procurement Act (Public Act 83-1030).

B. Reference Publications:

1. ANSI/NEMA OS-1 Sheet steel outlet boxes, device boxes, covers and box supports.
2. NEMA 250 Enclosures for Electrical Equipment.

1.5 SUBMITTALS.

A. N/A

1.6 DELIVERY, STORAGE AND HANDLING.

A. Materials shall be suitably packaged by manufacturer to prevent damage during shipment. Damaged materials not acceptable for use.

B. Store materials on site in clean, dry storage area.

C. Handle all materials carefully to preclude damage.

PART 2 - PRODUCTS

2.1 BOXES.

A. Pull boxes and junction boxes:

1. Comply with NEC - 370, UL 50 and ANSI/NEMA OS 1; galvanized steel.
2. Flush mounted pull boxes: Overlapping cover with flush head security type retaining screws, prime-coated. Provide two screw removal/insertion tools to Using Agency. Overlap 2 inches all sides.
3. Surface mounted boxes: Screw-on or hinged cover. Provide silicon bronze standard retaining screws where accessible only to authorized personnel; security type in all other locations.
4. Boxes of 14 gauge steel minimum, galvanized or prime coated in finished areas.
5. Boxes greater than 1400 square inch: Make of 1-1/2 in. x 1-1/2 in. x 1/4 in. galvanized angle covered with 10 gauge galvanized sheet steel riveted or bolted with cover of 11 gauge galvanized steel, hinged.
6. Boxes larger than 12 inches in any dimension: hinged enclosure in accord with 1996 NEC.
7. Cast metal boxes for outdoor and wet location installations: NEMA 250; type 4 and type 6, flat flanged, surface mounted junction box, UL listed as raintight. Galavanized cast iron or cast aluminum box and cover with ground flange, neoprene gasket, and stainless steel cover screws.
8. Cast metal boxes for underground installations: NEMA 250; type 4, outside flanged, recessed cover box for flush mounting, UL listed as raintight. Galvanized cast iron or cast aluminum box and plain cover with neoprene gasket and stainless steel cover screws.
9. Fiberglas hand holes for underground installations: die-molded with pre-cut 6 in. x 6 in. cable entrance at center bottom of each side; fiberglass weatherproof cover with non-skid finish.

B. Outlet Boxes:

1. Hot dipped galvanized 1.25 oz. per sq. ft. sherardized or cadmium plated. Conform to UL 514.
2. Interior boxes: Sheet steel with conduit knockouts, attached lugs for locating. ANSI/NEMA OS 1.
3. Exterior boxes or exposed interior in wet/damp locations: Cast aluminum, deep type, corrosion proof fasteners, watertight, gasketed, threaded hubs.

4. For suspended or surface mounted fixtures:
   a. 4-inch octagonal or square according to devices used. Minimum 1-1/2 in. deep, deep boxes for cast in place concrete ceilings. Furnished with fixture studs. Installed with 3/4 in. minimum depth plaster rings on suspended ceilings. 4 in. octagonal or square for all exposed conduit work with fixture extension pan or deep fixture canopy to enclose the box. Wire in pipe pendants shall be #14 stranded, type AF, 300 volt.
5. For recessed ceiling fixtures:
   a. 4 in. octagonal or square. Minimum 1-1/2 in. deep. Complete with blank cover. Wire in Greenfield: #12 type THHN, 600 volt.
6. Switch and Receptacle Boxes:
   a. Wall: 4 in. square for up to two devices. Complete with 1 in. minimum depth tile ring where used in exposed tile, concrete, block or paneled walls. Complete with 1 in. minimum depth plaster ring where used in plastered walls. Install with 1/2 in. raised galvanized device covers where used for exposed conduit work.
7. Provide corrosion resistant steel knockout closures for unused openings.

C. Conduit Bodies:

1. Galvanized cast metal of type, shape and size to fit location.
2. Constructed with threaded conduit ends, removable cover, corrosion resistant screws.

D. Acceptable Manufacturers:

1. Appleton Electric Co.
2. Crouse-Hinds Co.
3. General Electric Co.
4. Hoffman Co.
5. Killark Electric Mfg. Co.
6. O.Z./Gedney Co.
7. Pyle-National.
8. RACO.
9. Square D.
10. Thomas & Betts Co.

PART 3 - EXECUTION

3.1 COORDINATION.

A. Provide boxes as shown and for splices, taps, wire pulling, equipment connections and code compliance.

B. Locations shown are approximate unless dimensioned. Verify location of boxes and outlets prior to rough-in.

C. Locate boxes to allow access. When inaccessible, provide access doors.

D. Locate boxes to maintain headroom and present a neat appearance.

3.2 INSTALLATION.

A. Provide knockout closures to cap unused knockout holes where blanks have been removed.

B. Support all boxes independently of conduit except for cast boxes connected to two rigid conduits both supported within 12 inches of box.

C. Outlet Boxes:

1. Flush mount outlet boxes in areas other than existing walls, mechanical rooms, electrical rooms, and above removable ceilings.
2. Do not install boxes back-to-back in same wall. Provide at least 6 in. separation.
3. Masonry Walls:
   a. Adjust position of outlets in finished masonry walls to suit masonry course lines.
   b. Coordinate cutting of walls to achieve neat openings for boxes.
   c. Locate boxes in walls so that only corner need be cut from masonry units.
4. Use multiple gauge boxes where more than one device is mounted together. Do not use sectional boxes. Provide barriers to separate different voltage systems.
5. For boxes mounted in exterior walls, make sure insulation is behind outlet boxes. Do not damage insulation.
6. For outlets mounted above counters, benches, or backsplashes, coordinate location and mounting heights with units.
7. Adjust outlet mounting height to agree with specified location for equipment served.
8. Position outlets to locate luminaires as shown on reflected ceiling drawings.
9. Position outlets and junction boxes in inaccessible ceilings areas within 6 in. of luminaire; accessible through luminaire ceiling opening.
10. Provide recessed boxes in finished areas; secure to interior wall and partition studs, allow for surface finish thickness. Use stamped steel stud hinges in hollow stud wall, and adjustable steel channel fasteners for flush ceiling boxes.
11. Align wall-mounted outlet boxes for switches, thermostats, and similar devices.
12. Provide cast boxes for exterior locations & wet locations.

D. Pull and Junction Boxes:

1. Locate above accessible ceilings or in unfinished areas.
2. Support independent of conduit.

E. Provide covers for all boxes.

END OF SECTION 26 05 33.16

SECTION 26 05 33.20 - RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDES.

A. Base Bid:

1. Electrical Subcontractor provide:
   a. Raceways shown on electrical drawings or specified, including that required for feeder, branch circuit power, lighting system, and other systems shown or specified.
   b. Power raceways to connecting point for all equipment provided by other contractors.
   c. Identification of all electrical equipment.
   d. All exposed conduit shall be painted to match wall color.

1.2 RELATED WORK.

A. Specified elsewhere:

1. 26 00 80 – Minor Electrical Demolition for Remodeling
2. 26 05 19 - Wires & Cables for Electrical Systems.
3. 26 05 33.16 – Boxes for Electrical Systems.

1.3 SYSTEM DESCRIPTION.

A. Raceways Include:

1. Rigid metal conduit and fittings.
2. Intermediate metal conduit and fittings.
3. Flexible metallic conduit and fittings.
4. Liquid tight flexible conduit and fittings.
5. Electrical metallic tubing and fittings.
6. Flexible metallic tubing and fittings.
7. Rigid non-metallic conduit and fittings.

1.4 QUALITY ASSURANCE.

A. Provide all new materials without blemish or defect, in accord with standards specified and UL listed or labeled.

B. Provide products in accord with the Illinois Steel Products Procurement Act (Public Act 83-1030).

1.5 REFERENCES.

A. ANSI C80.1 - Rigid Steel Conduit, Zinc coated.

B. ANSI C80.3 - Electrical Metallic Tubing, Zinc coated.

C. ANSI C80.4 - Fittings for Rigid Metal Conduit and EMT.

D. ANSI/NEMA FB 1 - Fittings and Supports for Conduit.

E. FS-WW-C-563 - Electrical Metallic Tubing (EMT).

F. FS-WW-C-566 - Flexible Metal Conduit.

G. FS-WW-C-581 - Galvanized Rigid Conduit (GRS).

H. NEMA RN 1 - PVC externally coated GRS & EMT.

I. NEMA TC 3 - PVC fittings for use with rigid PVC conduit and tubing.

1.6 SUBMITTALS.

A. N/A

1.7 DELIVERY, STORAGE AND HANDLING.

A. Materials shall be suitably packaged by manufacturers to prevent damage during shipment. Damaged materials will not be acceptable for use.

B. Store materials on site in clean, dry storage area or, if outside, elevated above grade and covered.

PART 2 - PRODUCTS

2.1 RACEWAYS.

A. Conduit:

1. Steel Rigid Metal: Comply with ANSI C80.1, FS-WW-C-581 & UL-6.
2. Intermediate Metal: Comply with ANSI C80.1, FS-WW-C-581 & UL-6.
3. Steel Flexible Metal: Comply with FS-WW-C566 and UL-1.

4. Steel Liquidtight Flexible: Comply with FS-WW-C-566 and UL-1.
5. Rigid Nonmetallic: Comply with NEMA TC-2, PVC, Schedule 40 or 80.

B. Tubing:

1. Steel Electrical Metallic (EMT): Comply with ANSI C80.3, FS-WW-C-563 and UL 797.

C. Acceptable Manufacturers for Conduit and Tubing:

1. Allied Tube and Conduit.
2. Republic Steel.
3. Jones & Laughlin Steel.
4. Youngstown Steel.
5. Steelduct Conduit Products.
6. Wheatland Tube.
7. Carlon.
8. Triangle.
9. ETP.
10. Anaconda.
11. Electri-Flex.
12. International Metal Hose.
13. Robintech.

D. Acceptable Manufacturers:

1. Midland Ross.
2. Power-Strut.
3. Versa-Tech.
4. Walker.
5. Wiremold.
6. B-Line Systems.

2.2 FITTINGS.

A. Rigid and IMC Conduit fittings and conduit bodies:

1. Comply with ANSI C80.4, ANSI/NEMA FB 1, threaded type.
2. Locknuts; steel or malleable iron.
3. Bushings; insulating or insulated throat type.
4. Couplings; threaded or gland compression malleable iron type. Set screw or indenter type not acceptable.

B. Electrical metallic tubing fittings and conduit bodies:

1. Couplings and connectors; steel compression type. Set screw type not acceptable. Comply with ANSI/NEMA FB 1.

C. Flexible conduit fittings and conduit bodies:

1. Connectors; malleable iron, threadless, squeeze clamp type for nonjacketed conduit.
2. Connectors; steel or malleable iron compression type with insulated throat and "0" ring assembly for liquidtight conduit.
3. Comply with ANSI/NEMA FB 1.

D. Nonmetallic conduit fittings and conduit bodies:

1. Comply with NEMA TC 3.

E. Acceptable Manufacturers:

1. Appleton.
2. Crouse-Hinds.
3. EFCOR.
4. Killark.
5. O.Z./Gedney.
6. RACO.
7. Thomas & Betts.
8. Steel City.
9. Atlas.

2.3 SEALING. (where required)

A. Fire Seal:

1. Seal penetrations of fire-rated walls, floors or ceilings by raceways for compliance with NEC 300-21. Fill void around raceway. Use heavy wall steel pipe sleeves, anchored to building construction and finished plumb with wall, ceiling or floor lines. Acceptable manufacturers:
   a. Chase Technology-CTC, PR-855.
   b. Dow Corning - Silicone RTV foam 3-6548.
   c. Nelson - Flameseal.
   d. T & B - Flamesafe.
   e. 3M - Fire Barrier.
2. Smoke and fire stop fittings may be used in lieu of sealant. Acceptable product:
   a. O-Z/Gedney, series CFS.

2.4 SUPPORTING DEVICES.

A. Suspended conduits less than 1 inch.

1. For exposed construction, provide strap type hangers supported from beam clamps or threaded rods. Hangers manufactured by Minerallac, Midwest Electric, Crouse-Hinds, or T & B.

2. For conduits suspended above ceilings, anchor to building structural steel. When span exceeds NEC limits, provide channel steel between framing members. Tie wiring of conduit to air ducts, or other piping not permitted. Plumber's perforated strap not permitted.

B. Suspended conduit 1 inch or larger.

1. Provide threaded rod with "U" type hangers for single conduit.
2. Provide trapeze hanger assemblies with Unistrut P-1000, Husky HP-200 or Kindorf B901 and threaded rod for two or more conduits. Anchor conduits to hanger assembly with split pipe clamps.
3. Anchor threaded rod to inserts in concrete or beam clamp on steel structure.

C. Surface Mounted Conduit:

1. Provide one-hole galvanized steel straps for conduits one inch or less manufactured by Appleton, Steel City or RACO. Provide clampbacks on exterior walls below grade or in wet areas.
2. For conduit larger than one inch and all exterior surfaces, use malleable iron pipe straps.
3. For multiple conduits, provide channel anchored to wall with conduit attached to channel with split pipe clamps.

D. Anchoring:

1. Hollow Masonry: Toggle bolts or spider type expansion anchors.
2. Solid Masonry: Lead expansion anchors or preset anchors.
3. Concrete: Self-drilling anchor or powder driven studs.
4. Metal: Machine screws, bolts or welded studs.
5. Wood: Wood screws.

PART 3 - EXECUTION

3.1 INTERFERENCES.

A. Coordinate work with other construction so that interference between piping, equipment, structural and electrical work will be avoided.

B. When interference develops, Architect/Engineer will decide which equipment will be relocated; regardless of which apparatus was installed first.

3.2 CONDUIT SIZING, ARRANGEMENT, AND SUPPORT.

A. Size conduit for conductor type installed or for Type THWN conductors, whichever is larger; 1/2 in. minimum size.

B. Arrange conduit to maintain headroom and present a neat appearance.

C. Route exposed conduit and conduit above accessible ceilings parallel and perpendicular to walls and adjacent piping.

D. Maintain minimum 6 in. clearance between conduit and piping. Maintain 12 in. clearance between conduit and heat sources such as flues, and heating appliances.

E. Arrange conduit supports to prevent distortion of alignment by wire pulling operations. Fasten conduit using galvanized straps, lay-in adjustable hangers, clevis hangers, or bolted split stamped galvanized hangers.

F. Group conduit in parallel runs where practical and use conduit rack constructed of steel channel with conduit straps or clamps. Provide space for 25 percent additional conduit.

G. Do not fasten conduit with wire or perforated pipe straps. Remove all wire used for temporary conduit support during construction, before conductors are pulled.

3.3 CONDUIT INSTALLATION.

A. Cut conduit square using a saw or pipecutter; de-burr cut ends.

B. Bring conduit to the shoulder of fittings and couplings and fasten securely.

C. Use conduit hubs or sealing locknuts for fastening conduit to cast boxes, and for fastening conduit to sheet metal boxes in damp or wet locations.

D. Install no more than the equivalent of four 90-degree bends between boxes.

E. Use conduit bodies to make sharp changes in direction, as around beams.

F. Use hydraulic one-shot conduit bender or factory elbows for bends in conduit larger than 2 in. size.

G. Avoid moisture straps where possible; where unavoidable provide junction box with drain fitting at conduit low point.

H. Provide No. 12 AWG insulated conductor or suitable pull string in empty conduit, except sleeves and nipples.

I. Provide UL listed expansion joints where conduit crosses building expansion or seismic joints.

J. Where conduit penetrates fire-rated walls and floors, provide mechanical fire-stop fittings with UL listed fire rating equal to wall or floor rating. Seal opening around conduit with UL listed foamed silicone elastomer compound in accord with paragraph 2.03.

K. Route conduit through roof openings for piping and ductwork where possible. Provide flashing making water proof joints where conduits pass through roof or roofing membrane.

L. Do not route conduit under boiler(s) or water heater(s) in Mechanical Room.

M. Maximum Size Conduit in Slabs Above Grade: 3/4 in. Do not route conduits to cross each other in slabs above grade.

N. Wipe plastic conduit clean and dry before joining. Apply full even coat of cement to entire area that will be inserted into fitting. Let joint cure for 20 minutes minimum.

3.4 CONDUIT INSTALLATION SCHEDULE.

A. Installations in or under concrete slab, or underground within five feet of foundation wall: Rigid steel conduit, intermediate metal conduit, or Schedule 40 plastic conduit.

B. In slab above grade: Electrical metallic tubing or Schedule 40 plastic conduit.

C. Exposed outdoor locations: Rigid steel conduit or intermediate metal conduit.

D. Wet interior locations: Rigid steel conduit or intermediate metal conduit.

E. Concealed dry interior locations: Electrical metallic tubing.

F. Exposed dry interior locations: Electrical metallic tubing.

END OF SECTION 26 05 33.20

SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Electrical Subcontractor provide
   a. Identification of:
      1) Conduit system including boxes.
      2) Wiring system.

1.2 RELATED WORK

A. Specified elsewhere:

1. Section 01 33 23 - Shop Drawings, Product Data & Samples.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements:

1. See Section 01 41 00

1.4 REFERENCES

A. Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work. In conflict between referenced standards and contract documents, notify Architect immediately. Confirm notification in writing. Do not proceed with the work until the Architect/Engineer issues written response.

B. American National Standards Institutes (ANSI): ANSI A13.1 Identification of Piping Systems.

C. Underwriters Laboratories, Inc. (UL): All products UL listed and labeled.

D. Manufacturers' Catalogs: Specification manufacturers' catalogs are incorporated by reference to same force and effect as if repeated herein in full.

PART 2 - SUBMITTALS

2.1 CONDUIT SYSTEM IDENTIFICATION

A. Identify all exposed conduit and boxes.

1. Identify with markers or stripes.
2. Use standard pipe markers with black lettering on orange background. Lettering shall identify voltage or functional use of conduit; such as 120/280V or fire alarm.
3. Stripes shall be 2-1/2" wide circling the conduit and may be either painted or colored banding tape.
4. Code stripes as follows:
   a. 120 volt systems - three bands, red-yellow-red.
   b. Control wiring line voltage - three bands, green-white-green.
5. Markers manufactured by Brady, 3M, Seton or Pipe Markers, Inc.

B. Identify all conduit above accessible ceilings.

1. Follow steps A.1. thru A.4. above.

2.2 WIRING SYSTEM IDENTIFICATION

A. Wire Insulation Color:

1. 120/208V, 3-Phase
   a. Phase A - Black
   b. Phase B - Red
   c. Phase C - Blue
   d. Neutral - White
   e. Ground - Green

B. Code all wire and cable larger than color coded sizes available from manufacturer by application of electrical plastic tape in colors specified. Apply tape in uniform manner circling wire or cable. Half lap tape for length of cable as required by Local Authorities or NEC 2011. Tape shall be 3M, Plymouth or Permacel.

C. Maintain consistent coding throughout installation to ensure proper phase identification.

D. Control wiring may use numbered or lettered marker tape. Record wiring so marked on project record documents. Marker tape shall be 3M Scotch Code, Panduit Insta-Code, T & B E-Z Coder, Stranco Tuff-Code, Bradypack or Electrovert.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Affix Equipment Identification Plates to equipment with stainless steel self tapping screws.

B. Apply markers or bands on all exposed conduit at 50 ft. intervals, at all junction boxes and on both sides of walls through which conduits penetrate.

END OF SECTION 26 05 53

SECTION 26 50 00 - LIGHTING

PART 1 - GENERAL

1.1 WORK INCLUDES.

A. Base Bid:

1. Electrical Subcontractor provide:
   a. All LED lighting fixtures and accessories.
   b. Lighting supports.

1.2 RELATED WORK.

A. Specified elsewhere:

1. 26 05 33.20 – Raceways for Electrical Systems.
2. 26 05 19 - Wires & Cables for Electrical Systems.
3. 26 05 33.16 – Boxes for Electrical Systems.

1.3 QUALITY ASSURANCE.

A. Regulatory requirements:

1. Governing codes:
   a. 2011 National Electrical Code (NEC).
2. Standards or tests by independent agencies whose classifications and requirements have general acceptance as regulatory:
   a. Underwriter's Laboratories, Inc. (UL).
   b. Certified Ballast Manufacturer's (CBM).
   c. Electrical Testing Laboratories (ETL).

1.4 SUBMITTALS.

A. Product data:

1. Lighting fixtures and accessories.

1.5 WARRANTY.

A. Provide warranties in accord with General Conditions.

1. Contractor's warranties:

a. Electrical: One year.

B. LED driver manufacturer's warranty: Five years. In addition provide a copy of manufacturer's standard commercial warranty.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS.

A. LED fixtures:

1. Lithonia.
2. Metalux.
3. Day-Brite.

2.2 EQUIPMENT.

A. Lighting fixtures shall be as listed in the `LIGHTING FIXTURE SCHEDULE' shown on the drawings.

B. LED 50,000 hours minimum. CRI of 80 hours minimum. Color corrected to K temperature per schedule. Driver 350-700 MA.

PART 3 - EXECUTION.

3.1 INSTALLATION.

A. Fixtures shall be wired with white wire for the neutral and color wire for phase wires.

B. Housing of all fixtures shall be grounded.

C. Each fixture shall be complete with holders, screws, sockets, wires, and lamps, for a complete installation.

D. Each fixture shall be tested after installation for grounds and shorts. When grounds or shorts are found, repair.

E. Fixtures shall be installed and supported in accordance with the manufacturer's recommendations.

END OF SECTION 26 50 00

INSURANCE REQUIREMENTS

A. GENERAL

1. Contractor shall purchase and maintain at his expense insurance of such types and in such amounts as are specified herein to protect Contractor, and Owner from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by Contractor or any subcontractor or for whose acts Contractor or any subcontractor may be legally liable.

2. Such insurance shall cover claims for damage because of bodily injury or death to Contractor's employees including claims brought under:

   2.1 Workmen's Compensation laws.

   2.2 Disability Benefit laws.

   2.3 Occupational Sickness or Disease laws.

   2.4 Other similar employee benefit laws.

3. Such insurance shall also cover claims for damages because of personal injury, bodily injury, sickness, disease, or death of any person or persons other than Contractor's employees, and claims arising out of destruction of property including loss of use thereof.

4. Contractor shall also purchase and maintain at his expense all property insurance of such types and in such amounts as are specified herein to protect Contractor and Owner for loss arising from damage to the Work and Equipment and Materials to be incorporated in the Work.

5. If Contractor requests in writing that any insurance not specified to be furnished by Owner be included in any property insurance specified to be furnished by Owner, Owner shall if possible, provide such insurance and the cost thereof shall be charged to Contractor by appropriate Change Order.

6. Failure of Contractor to maintain proper insurance coverage will not relieve him of any contractual responsibility or obligation.

7. If part of the Work is to be subcontracted, Contractor shall either cover any and all subcontractors in his insurance policies or require each subcontractor not so covered to obtain insurance of the same type and with the same limits as the Contractor is required to carry hereunder which will protect the subcontractor, Contractor, and Owner against all applicable hazards or risks of loss designated herein.

8. Any payment of an insured loss under policies of property insurance including but not limited to the insurance required by Paragraphs B 6, 7, and 8 of this section shall be made payable to Owner as Trustee for the insured as their interest may appear. Owner, as Trustee, shall have the power to adjust, settle, and make payments or other restrictions thereon, unless one of the parties interest objects in writing to the Owner within five (5) days after the occurrence of such loss to the Owner's exercise of this power. In the event of such objection, arbitrators shall

be chosen in accordance with the Supplemental General Conditions of this Contract, and Owner, as Trustee, shall make such payment only in accordance with such arbitrators' decision unless all parties in interest reach an agreement in writing as to how such payment should be made.

9. Owner and Contractor hereby waive all rights against each other for damages arising out of an insured loss under policies of property insurance, including but not limited to the insurance required items by Paragraphs B 6, 7, and 8 of this section. Contractor shall require all subcontractors to provide a similar waiver in favor of Contractor and Owner.

10. The party responsible hereunder to procure insurance shall provide the other party hereunder a copy of the policy or a certificate of insurance in a form satisfactory to Owner. Such policy or certificate shall provide that thirty (30) Days Written Notice be given to the other party prior to any Material change or cancellation of the insurance. No work shall be commenced under this Contract until all such policies and certificates have been so provided.

B. FORMS AND LIMITS OF COVERAGE REQUIRED

1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1.1 Contractor, at his sole expense, shall comply with all requirements of the Worker's Compensation laws of the States in which work is performed hereunder and shall furnish evidence of such compliance to Owner. Contractor, at his sole expense, agrees to carry Employer's Liability Insurance covering all operations and work hereunder. All insurance purchases pursuant to this paragraph shall include an "All States" endorsement.

1.1.1 The limits of all insurance purchased pursuant to this paragraph shall be not less than:

1.1.1.1 Workmen's Compensation – Statutory

1.1.1.2 Employer's Liability - $1,000,000 each person.

2. Comprehensive Automobile Insurance

2.1 Contractor, at his sole expense, agrees to carry Comprehensive Automobile Insurance covering all vehicles owned, hired, or non-owned, licensed or not licensed, used in the operations and work hereunder.

2.2 The limits of this insurance shall be not less than:

2.2.1 Bodily Injury -- $1,000,000 each person,

$1,000,000 each occurrence

2.2.2 Property Damage -- $1,000,000 each occurrence

2.2.3 Indemnified Parties shall be Named Additionally Insured on this insurance with respect to all claims arising out of the operations or work hereunder.

3. Comprehensive General Liability Insurance

3.1 Contractor, at his sole expense, agrees to carry Comprehensive General Liability Insurance covering all operations and work hereunder whether performed by Contractor, subcontractor, or any agent, servant, worker, or employee of Contractor or subcontractor or any other person, firm, or corporation for whose acts Contractor or subcontractor may be liable.

3.2 This insurance shall include Contractual Liability coverage and shall specifically refer to this Contract and shall specifically cover the liability assumed hereunder by Contractor.

3.3 The Property Damage Liability coverage under this policy shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. This policy shall provide Broad Form Property Damage coverage.

3.4 This insurance shall include Independent Contractors Protective Liability coverage.

3.5 This insurance shall include Products and Completed Operations coverage. Contractor shall continue this coverage in full force and effect for a period of at least one (1) year after the date of the final acceptance of the work hereunder by the Owner.

3.6 This policy shall include Personal Injury Liability insurance.

3.7 The limits of this insurance shall be not less than the following:

3.7.1 Bodily Injury -- $1,000,000 each occurrence,

3.7.2 Property Damage -- $1,000,000 each occurrence,

$1,000,000 each aggregate

3.8 Indemnified Parties shall be Named Additionally Insured on this insurance with respect to all claims arising out of the operations or work hereunder.

4. At the option of Contractor, the coverage's and minimum limits as required in Paragraph 4.02 B.1, 2, and 3 above may be furnished by use of an "Umbrella Liability Insurance Policy".

5. Owner's Protective Liability Insurance

5.1 Contractor, at his sole expense, shall purchase Owner's Protective Liability Insurance. This insurance shall be maintained in full force and effect for the duration of the Contract, by Contractor and shall name Owner as the Named Insured.

5.2 This insurance shall have the same limits of liability as the Comprehensive General Liability Insurance and shall protect Owner against any and all claims and liabilities for injury to or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, the negligent acts or omission of Contractor or subcontractors or any agent, arising from the operations or work hereunder.

5.3 This insurance may be provided by endorsement to Contractor's Comprehensive General Liability Insurance policy.

6. Property Insurance(Builder's Risk)

6.1 Unless otherwise provided, Contractor shall assume all risk of loss or damage to the Equipment and Materials prior to acceptance of delivery by Owner at the Point of Delivery; and shall purchase and maintain insurance on the Equipment and Materials during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage, and such other perils as Contractor deems appropriate.

6.2 The amount of such insurance shall be not less then 100% of the insurable value of the work at completion less the value of equipment and materials insured under Installation Floater Insurance.

6.3 If the work does not include the construction of structures, this Builder's Risk Insurance may be omitted providing the Installation Floater Insurance, as specified herein, fully covers all work.

6.4 Contractor shall list Owner as additional insured by endorsement on the above policies. There shall be a thirty (30) day notification of cancellation or modification of said policies to Owner.

7. Installation Floater Insurance (if applicable)

7.1 Installation Floater Insurance shall be furnished by Contractor to insure and protect Contractor and Indemnified Parties from all insurable risks of physical loss or damage to Equipment and Materials not otherwise covered under Builder's Risk Insurance, in warehouse or storage areas, during installation, during testing, and after the Work is completed until final acceptance of the entire Work by Owner regardless of any acceptance or use of portions of the Work prior to completion of the Contract. Such insurance shall be written on an All Risk basis including flood and surface water damage and collapse.

7.2 Coverage shall be for an amount not less than 100% of the value of the Work at completion, less the value of Equipment and Materials insured under Builder's Risk Insurance. Such value shall include the aggregate value of the Equipment and Materials furnished by Contractor plus items that are to be erected or installed by Contractor, and not otherwise insured under Builder's Risk Insurance.

7.3 The coverage shall include the aggregate value of the Equipment and Materials furnished by Contract.

7.4 Installation Floater Insurance shall also provide for losses, if any, to be adjusted with and made payable to Owner for distribution to Owner and others as their interest may appear.

7.5 Equipment and Materials furnished by Owner or others under separate Contract for installation by Contractor, and Equipment and Materials furnished by Contractor shall be insured under Installation Floater Insurance

when the aggregate value of such Equipment and Materials exceeds $10,000.

7.6 Certificates of this insurance shall be provided. Owner reserves the right to request a copy of the insurance policy.

8. Operating Hazards Insurance

8.1 Owner shall provide insurance to cover operating hazards on facilities not insured under Installation Floater policies, and it shall be placed in force prior to preliminary tests of Equipment, wiring, piping which are involved with such risks.

9. Transit Insurance

9.1 Transit Insurance shall be furnished by Contractor in insure and protect Contractor and Indemnified Parties from all risks and physical loss or damage to equipment and material, not otherwise covered under other policies, during transit from point of origin to the site of installation or erection.

9.2 This insurance shall be written on an All Risk basis with additional coverage's applicable to the circumstances that may occur in the particular work included in this Contract.

9.3 This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time.

10. Waiver of Rights

10.1 Owner and Contactor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to Paragraph 4.02 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, Owner's consultants and all other parties named as insurers in such policies for losses and damages so caused, As required by paragraph ARTICLE-6, 5.6 each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Owner's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

10.2 Owner and Contractor intend that any policies provided in response to Paragraph 4.02 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if such waiver forms are required of any Subcontractor, Contractor will obtain the same.

SECTION III

PROPOSAL FORM AND BID SHEET

REQUIRED FORMS

From this point forward all forms must be submitted with Bid Proposal

Unless otherwise stated in Section II of this document you only need to return Section III of this Bid Booklet. If you have any questions, please call the Office of the Purchasing Agent, (217) 789-2191.

CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

PUBLIC WORKS

Contact: Office of the Purchasing Agent Date: **7/12/2022**
Telephone: 217·789·2191 Fax: 217·789·2207

Contract Index No: **PW23-06-48**
Contract Name: **Building Improvements - Senior Services of Central Illinois**
Pre Bid Meeting: **Yes**
Bid Security: **5% of bid**

Bid opening Due Date: **2:00 P.M. Central Time USA, Thursday, August 11, 2022**

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor:_____

Contact Name: _____

Vendor Address:_____

Vendor E-Mail: _____

Phone: _____ **Fax:** _____

SECTION III

PROPOSAL FORM AND BID SHEET

1. The undersigned bidder submits with this proposal and bid sheet, all information as called for, together with complete manufacturer's specifications covering any equipment bid upon.

2. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for_____ years and respectfully invites your attention to the following products and/or services:

_____

_____

_____

_____

3. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section IV of this booklet.

The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered as follows:

_____

_____

(City, State and Zip Code)

Name and telephone number of person to contact regarding this bid

Name:

_____

Phone:

_____

4. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

_____

Signature of Bidder

5. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

_____

Signature of Bidder

6. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

_____

Signature of Bidder

7. In order to receive the Preference for Domestic Products, the bidder must certify by placing his/her signature in the space provided below that the products being offered conform to the definition of "Domestic Product" described in paragraph 22(c) of the Instructions to the Bidders.

_____

Signature of Bidder

8. In order to receive the preference for local bidders described in paragraph 22(d) of the Instructions to Bidders, the bidder must certify by placing his/her signature in the space provided below, that the bidder has established and maintained a physical presence with the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of a bid; and the local vendor employs a minimum of two full-time employees at a location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, and those employees spend the majority of their work time at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor; and the local vendor is legally authorized to conduct business within the State of Illinois and the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor.

_____

Signature of Bidder

9. (a) If your organization is a corporation, limited liability company, limited liability partnership, or limited partnership, etc., you must provide a copy of your current certification of good standing from your State of incorporation with your bid. Failure to do so may result in the rejection of your bid.

_____

Signature of Bidder

9. (b) Pursuant to Illinois law as it pertains to foreign corporations, foreign limited liability companies, foreign limited liability partnerships, or foreign limited partnerships, you may be required to register with the Illinois Secretary of State. A foreign entity is an entity organized or incorporated in a state other than Illinois. The undersigned bidder hereby certifies that it has examined the relevant statutes and determined that either: (1) It is not required to register as a foreign entity with the Illinois Secretary of State; or (2) It is required to register as a foreign entity with the Illinois Secretary of State, that is has so registered, and that proof of registration is attached hereto

_____

Signature of Bidder

10. Pursuant to Section 38.47 of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101, *et seq.*, Section 274A).

_____

Signature of Bidder

1.1 BID INFORMATION

A. Bidder: _____.

B. Project Name: Senior Services of Central Illinois.

C. Project Location: 701 West Mason Street, Springfield, Illinois, 62702, United States.

D. Owner: City of Springfield.

E. Architect: Evan Lloyd Architects.

F. Architect Project Number: 21080 .

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Evan LLoyd Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars ($_____).

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 ten days after a written Notice of Award, if offered within Thirty days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. _____ Dollars ($_____).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 180 calendar days.

1.5 ACKNOWLEDGMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.6 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Springfield, Illinois , and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 SUBMISSION OF BID

A. Respectfully submitted this ____ day of _____, 2022 .

B. Submitted By:_____(Name of bidding firm or corporation).

C. Authorized Signature:_____(Handwritten signature).

D. Signed By:_____(Type or print name).

E. Title:_____(Owner/Partner/President/Vice President).

F. Witnessed By:_____(Handwritten signature).

G. Attest:_____(Handwritten signature).

H. By:_____(Type or print name).

I. Title:_____(Corporate Secretary or Assistant Secretary).

J. Street Address:_____.

K. City, State, Zip:_____.

L. Phone:_____.

M. License No.:_____.

N. Federal ID No.:_____(Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

ATTACHMENT A

SUBCONTRACTOR UTILIZATION STATEMENT

Section I (select all that apply)

- ☐ Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- ☐ Non Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- ☐ No subcontractors will be utilized on this project

Section II

Prime Contractor: _____
Project: _____
Total Contract Value: _____
Name: _____
Address: _____
Phone: _____
Contact Person: _____
Email: _____
Ownership Status: MBE ☐ FBE ☐ Non-MBE/FBE ☐

Section III
Selected Subcontractors

Subcontractor Name	MBE,FBE or Non M/FBE	Amount	% of Total Contract	Scope of Work
TOTALS				

** If more than seven firms are utilized, please copy the form and attach the additional information*

Section IV
Subcontractors that submitted bids but were not selected (M/FBE Only)

Subcontractor Name	Scope of Work Bid	Denial Reason

**If more than seven firms submitted quotes, please copy the form and attach the additional information.*

Section V

Subcontractors Contacted (M/FBE Only)

Subcontractor Name	Method of Contact	Contact Outcome

**If more than seven firms submitted quotes, please copy the form and attach the additional information*

Section VI

Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City Annual Goal Contracts.

This form must be completed and submitted with bid. *ALL subcontractors intended for use on this project shall be listed in Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participate.*

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.

Signature of Prime Contractor: _____

Date: _____

FOR OFFICE USE ONLY

☐ Approved ☐ Disapproved

Reviewed by: _____ Date: _____

ATTACHMENT B

CITY OF SPRINGFIELD, ILLINOIS
"CERTIFICATE OF PUBLICATION" SUGGESTION OF ADVERTISEMENT
NOTICE TO MINORITY AND FEMALE OWNED BUSINESSES

_____, _____, _____
(Name of Company) (Address of Company) (Telephone)

is seeking qualified minority and female owned businesses for the City of Springfield

_____Project for subcontracting opportunities in the
(Project Name)

following areas:_____,_____,

_____All interested and qualified minority and female owned

Businesses should contact, **IN WRITING**, (Certified Letter, Return Receipt Requested),

_____. All negotiations must be completed by _____
(Company's Contact Person) (Time and Date)

NOTE: The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by minority and female owned businesses in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusive.

ATTACHMENT C

M/FBE PARTICIPATION WAIVER REQUEST

Prime Contractor: _____

Project: _____

Name: _____

Address: _____

Phone: _____

Contact Person: _____

We hereby request to waive all of the MBE and FBE participation goals on the above named project and subcontract with Non-M/FBEs for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading:

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED WHERE INDICATED.)

1. No qualified M/FBEs responded to our invitation to bid. ☐
2. Describe good faith efforts (attach explanation) ☐
3. Describe why waiver is necessary even though received qualified M/FBE proposals (attach explanation) ☐

SIGNED: _____ DATE: _____

Company Official

Given under my hand and notarial seal this _____ day of _____

(seal)

_____

Notary Public

FOR OFFICE USE ONLY

☐ Approved ☐ Disapproved

Reviewed by: _____ Date: _____

ATTACHMENT D

CITY OF SPRINGFIELD, ILLINOIS
BIDDER CERTIFICATION REGARDING THE USE
OF MINORITY AND FEMALE OWNED BUSINESSES

I_____ do hereby certify that:
(Name)

1. I am_____ of the _____
(Position) (Name of Company)

and have authority to execute this certification on behalf of the firm.

2. This firm, its partners or directors and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the minority and/or female owned business to be used during the performance of the above referenced contract.

Name of Company _____

Signature _____

Title _____

Date _____
Corporate Seal (where appropriate)

On this_____ day of_____, 20____, before me appeared

(Name)_____

to me personally known, who, being duly sworn, did execute the foregoing affidavit, and

did state that he or she was properly authorized by: _____
(Name of Firm)

to execute the affidavit and did so as his or her free act and deed.

Notary Public_____ Commission Expires _____

(Notary Seal)

ATTACHMENT E

CITY OF SPRINGFIELD, ILLINOIS
CERTIFICATION FOR MINORITY OR FEMALE OWNED BUSINESSES

I_____ do hereby certify that:
(Name)

1. I am_____ of the _____
(Position) (Name of Company)

and have authority to execute this certification on behalf of the firm.

2. This firm is a: (check one only)

   [ ] Minority Owned Business (MBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

   [ ] Female Owned Business (FBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

3. List major trades or type of business your firm is engaged in _____

   Number of years in trade of business _____

4. I will provide, upon written request, through the general contractor or, if no general contractor, directly to the Springfield Office of Community Relations (SOCR), current, complete, and accurate information regarding:

   A. This firm's eligibility to be certified as a MBE/FBE.

   B. Actual work performed on any project and the payment thereof and,

   C. Any proposed changes, in the status of the firm which would render this certificate inaccurate.

5. If this firm is currently certified by any Federal, State or local agency please identify the agency below and attach letter of certification or other proof of certification.

_____
(Name of Certifying Agency)

ATTACHMENT E (con't)

6. This firm will permit SOCR to audit and examine its books, records and files for the purpose of verifying the above information.

Name of Firm:_____

Address: _____

Phone:_____

Signature_____Title_____Date _____

Corporate Seal (where appropriate)

On this_____day of_____, 20_____before me appeared

(Name) _____

to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by: _____
(Name of Firm)

to execute the affidavit and did so as his or her free act and deed.

Notary Public _____ Commission Expires_____

_____(Notary Seal)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   ❑ Yes ❑ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   ❑ Yes ❑ No

3. Bidder has filed all compliance reports due under applicable instructions.
   ❑ Yes ❑ No ❑ None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
   ❑ Yes ❑ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

Replaces Form HUD-1238.CD-1, which is obsolete.

HUD-950.1(11-78)

S A M P L E

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

_____	_____
Name of Prime Contractor	Project Name and Number

The undersigned hereby certifies that

a. Section 3 provisions are included in the Contract

b. A written Section 3 plan was prepared and submitted as part of the bid proceedings.

c. No segregated facilities will be maintained, as required by Title IV of the Civil Rights Act of 1964.

_____

Name and Title of Signer (Print or Type)

_____	_____
Signature	Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR PROJECT NUMBER

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   ❑ Yes ❑ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   ❑ Yes ❑ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   ❑ Yes ❑ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
   ❑ Yes ❑ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

S A M P L E

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

_____	_____
Name of Subcontractor	Project Name and Number

The undersigned hereby certifies that

a. Section 3 provisions are included in the Contract

b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

c. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

_____

Name and Title of Signer (Print or Type)

_____	_____
Signature	Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient):

Date
Project Number (if any)

c/o

Project Name

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:

   a. The Labor Standards provisions are included in the aforesaid contract;

   b. Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

   a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2[a]).

   b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

   a. The legal name and the business address of the undersigned are:

   b. The undersigned is:

   ❑ A SINGLE PROPRIETORSHIP ❑ A CORPORATION ORGANIZED IN THE STATE OF _____
   ❑ A PARTNERSHIP ❑ OTHER ORGANIZATION

   c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

HUD-1421(6-75)

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

_____
(Contractor)

Date _____ By _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever. . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than $5,000 or imprisoned not more than two years, or both."

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS & PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT) DATE

C/O

PROJECT NUMBER (IF ANY)

PROJECT NAME

1. The undersigned, having executed a contract with _____
(CONTRACTOR or SUBCONTRACTOR)

_____for_____
(NATURE OF WORK)

in the amount of $_____ in the construction of the above-identified project, certifies that:

a. The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.

b. Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).

c. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any Lower tier subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the Lower tier subcontractor, in duplicate.

The workmen will report for duty on or about _____(Date)

3. He certifies that:

a. The Legal name and the business address of the undersigned are:

b. The undersigned is:

❑ A SINGLE PROPRIETORSHIP ❑ A CORPORATION ORGANIZED IN THE STATE OF _____

❑ A PARTNERSHIP ❑ OTHER ORGANIZATION (DESCRIBED):

c. THE NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE UNDERSIGNED ARE:

N
AME TITLE ADDRESS

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

NAME ADDRESS NATURE OF INTEREST

_____

_____

_____

_____

_____

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

_____

NAME	ADDRESS	TRADE CLASSIFICATION

_____

_____

_____

_____

Subcontractor: _____

By: _____ Date: _____
(Signature)

WARNING

U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER, . . . MAKES, PASSES, UTTERS OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE. . . SHALL BE FINED NOT MORE THAN $5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

Section 3 Plan Format

(Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower-income residents and businesses located within the *(Village/City or County)* of Springfield, Illinois.

a. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

b. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.

c. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

*d. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

e. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

f. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

g. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

h. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

i. To list on Table A, information related to subcontracts.

*Loans, grants, contracts and subsidies for less than $100,000 will be exempt.

Section 3 Plan *(cont'd)*

j. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

_____
Signature

_____ _____
Title Date

_____
Signature

_____ _____
Title Date

PROPOSED SUBCONTRACTS BREAKDOWN - TABLE A

FOR THE PERIOD COVERING _____, _____ through _____, _____

(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NO. OF CONTRACTS TO PROJECT AREA BUSINESS	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES

*The Project Area is coextensive with the City/Village/County of _____'s boundaries.

_____
Company

_____ _____
Project Name Project Number

_____ _____
EEO Officer (Signature) Date

ESTIMATED PROJECT WORKFORCE BREAKDOWN - TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL EST. POSITIONS	NO. POSITIONS BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R. *
OFFICERS/SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL/ MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TOTALS:				

*Lower Income Project Area residents.

Individuals residing within the City of _____ whose family income does not exceed 80% of the median income in the SMSA.

_____
COMPANY

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____) ss.

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the *(Local Public Agency)* or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
(Name & Title)

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

_____

_____
(Notary Public)

My commission expires _____.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, AND _____, as SURETY are held and firmly bound unto _____ hereinafter called the Local Public Agency in the penal sum of _____ Dollars, ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated _____, _____, for _____.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

1. Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the Local Public Agency should be substituted for this form where necessary.

_____ _____(SEAL)
_____

_____ _____(SEAL)
_____

By: _____

Attest:

_____ _____

By: _____ Affix Corporate Seal

Attest:

_____ _____

By: _____ Affix Corporate Seal

Countersigned by _____

2. Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

_____ Corporate Seal

Title _____

_____

2. Power-of-attorney for person signing for surety company must be attached to bond.

CORPORATE CERTIFICATIONS

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

_____
(Corporate Secretary)

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, insert the approved form of the statutory *surety bond or bonds* to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be *countersigned* by the surety company's attorney-in-fact, authorized to act within the state in which the project is situated.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of _____ do hereby certify as follows:

I have examined the attached Contract(s) and Performance and Payment Bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____

Date:_____

Note: Delete phrase "Performance and Payment Bonds" when not applicable.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

County of _____) ss.

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____, hereinafter referred to as the "subcontractor";

2. He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in _____ (City or County and State);

3. Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (*Local Public Agency*) or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
(Title)

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

_____

_____
(Notary Public)

My commission expires: _____.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called PRINCIPAL,
and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto

_____
(Name of Owner)

hereinafter called OWNER in the total aggregate penal sum
of _____

_____ Dollars ($ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of_____ , a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____
Number
counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

_____ Principal

_____
(Principal) Secretary

(SEAL)

By _____ (s)
_____
_____ _____
(Witness to Principal) (Address)

_____
(Address)

_____ _____
Surety

ATTEST:

_____ BY _____
Witness to Surety Attorney-in-Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ hereinafter called PRINCIPAL and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL, or its SUBCONCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy that amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contact price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the Contract, or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FUTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in _____ Number counterparts, each of which shall be deemed an original, this the _____ day of _____.

ATTEST:

_____ Principal

_____
(Principal) Secretary

(SEAL)

By _____(s)

_____
(Address)

Witness as to Principal

_____
(Address)

_____ _____
Surety

ATTEST:

_____ By _____
Witness as to Surety Attorney-in-Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

SECTION IV

SAMPLE CONTRACT EXECUTION PAGES

TO BE COMPLETED ONLY UPON AWARD OF CONTRACT

SECTION IV
CONTRACT EXECUTION PAGES

AGREEMENT made this **20 September 2022** by and between the City of Springfield, Sangamon County, Illinois, a municipal corporation, hereinafter called the "Purchaser" or "City" and hereinafter called the "Contractor."

The City and Contractor agree as set forth below:

1. The Contractor for the consideration hereinafter set forth, hereby agrees to and with the City that it will furnish, provide, and deliver in good order, quality and condition, the following: **Building Improvements at the Senior Services Center of Central Illinois** in accordance with the proposal of the contractor and the "Instructions to Bidders and General Conditions, Specifications and Drawings," and other provisions set forth in the Contract Documents heretofore prepared therefore, which are hereby referenced and made a part of this contract.

2. The City shall pay the Contractor in accordance with the Contractor's proposal on the "Proposal Form and Bid Sheet" signed by the Contractor and dated Click or tap to enter a date. subject to any further additions and deductions as may be agreed upon in accordance with the terms of the Contract Documents. Payment shall be in the manner and at the time stipulated in the Contract Documents.

3. This agreement shall embrace and include all of the Contract Documents which are as follows:

   Section I - Notice, Instructions to Bidders and General Conditions
   Contract Index No. **PW23-06-48**
   Dated: **7/12/2022**

   Section II- Specifications and Drawings
   Contract Index No. **PW23-06-48**
   Dated: **7/12/2022**

   Section III - Proposal Form and Bid Sheet - (Signed by Contractor)
   Contract Index No. **PW23-06-48**
   Dated: **8/11/2022**

   Section IV- This Agreement
   Contract Index No. **PW23-06-48**
   Dated: **9/20/2022**

All of the above Contract Documents are a part of this agreement as if attached hereto or repeated herein.

4. This contract does not authorize an expenditure of City funds in excess of the amount authorized by the Director of the Office of Budget and Management unless the Director of the Office of Budget and Management specifically approves an additional expenditure. The Contractor agrees and acknowledges that, absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the Director of Budget and Management.

5. In the event of the Contractor's noncompliance with any provisions of this Contract, the Contractor may be declared nonresponsive and therefore ineligible for future contracts or subcontracts with the City and the Contract may be canceled or avoided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by law or regulation.

THIS AGREEMENT executed, in triplicate, the day and year first written above.

ATTEST: _____ **PURCHASER: CITY OF SPRINGFIELD, ILLINOIS**
City Clerk

BY: _____
MAYOR or Director of OBM
Approved for legal sufficiency:____

ATTEST:_____ **CONTRACTOR: _____**
Secretary **(Name of Business)**

BY:_____
(Name and Title)

(Acknowledgment by Corporate Contractors)

STATE OF)
) SS
COUNTY OF)

I _____, a notary public in and for said County in the State aforesaid, do hereby certify that_____ _____(name and title) and, Secretary of a corporation, personally known to me to be the same persons and such officers, respectively, or said company, whose names are subscribed to the foregoing contract, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____day of _____, 20__.

_____
Notary Public

(Acknowledgment by Individual Contractor or Partnership)

STATE OF)
) SS
COUNTY OF)

I,_____a Notary Public in and for said County in the State aforesaid, do here certify that (name and title) and _____, Secretary of personally known to me to be the same persons and such officers, respectively, of said company, whose names are subscribed to the foregoing contract and subjoined bond, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this_____day of_____, 20_____.

_____
Notary Public

****

STATE OF ILLINOIS

COUNTY OF SANGAMON

I,_____, a Notary Public in and for Sangamon County in the State of Illinois, do hereby certify that **JAMES O. LANGFELDER, MAYOR, and FRANK J. LESKO, CITY CLERK,** of the City of Springfield, Illinois, personally known to me to be the same persons and such officers, respectively, whose names are subscribed to the foregoing contract appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said City for the uses and purposes therein set forth, pursuant to due authority conferred by the Council of said City.

Given under my hand and notarial seal this_____day of_____, 20___.

_____
Notary Public