

CITY OF EVANSTON

SPECIFICATIONS AND BID DOCUMENTS
Construction Bid with Subcontractors

BID NUMBER: 25-33

For

Evanston Water Plant Revetment Rehabilitation

Dated: Thursday, June 19th, 2025



BID DUE DATE: 2:00 P.M., Tuesday, July 29th, 2025

VIRTUAL BID OPENING 2:15 P.M., Tuesday, July 29th, 2025

Google Meet ID:

meet.google.com/erk-vjyw-pza

Phone Numbers:

(US) [+1 617-675-4444](tel:+16176754444)

PIN: 491 020 418 0044#

MANDATORY PRE-BID MEETING TIME, DATE PLACE: 1:00 P.M., Wednesday, July 9th, 2025
Evanston Water Utility
555 Lincoln Street, Evanston, Illinois 60201

For security reasons, all parties interested in attending the mandatory pre-bid meeting must submit a list of employee names that will be attending the meeting to James Knuth at jknuth@cityofevanston.org by close of business Thursday, July 3rd, 2025 in order to attend.

BID BOND: 5% of Contract Amount

PERFORMANCE/MATERIAL & LABOR PAYMENT BOND: 100% of Contract Amount

CONTRACT PERIOD: Substantial Completion: May 25th, 2026

ELECTRONIC BID SUBMITTAL:

Bid responses will only be accepted electronically via E-bidding through DemandStar (WWW.DEMANDSTAR.COM)

It is highly recommended that new DemandStar users complete the account setup process prior to project due date/time.

(NOT USED)

CITY OF EVANSTON
Evanston Water Plant Revetment Rehabilitation
PROJECT MANUAL

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END OF SECTION

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SECTION 00 11 13
NOTICE TO BIDDERS

Bids will be received by the City's Purchasing Office until 2:00 P.M. local time Tuesday, July 29, 2025 and will be publicly opened and read aloud virtually via Google Meets at 2:15 P.M. Interested parties can use the following link: meet.google.com/erk-vjyw-pza or join by phone 617-675-4444 PIN: 491 020 418 0044# to access the virtual bid opening. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Bids shall cover the following:

Evanston Water Plant Revetment Rehabilitation
Bid Number: 25-33

Work on this project at the existing Evanston Water Plant includes excavation and stabilization behind the revetment, stabilization using cellular fill and stone, and adding new revetment stone.

A **mandatory pre-bid meeting** will be held at the Evanston Water Treatment Plant, 555 Lincoln Street, Evanston, IL 60201 at 1:00 P.M. on Wednesday, July 9th, 2025 **For security reasons, all parties interested in attending the mandatory pre-bid meeting must submit a list of employee names that will be attending the meeting to James Knuth at jknuth@cityofevanston.org by close of business July 3, 2025 in order to attend. Only pre-registered attendees will be allowed to enter the facility for the meeting.**

The above item shall conform to the Invitation for Bids on file in the Purchasing Office. Parties interested in submitting a bid should contact the Purchasing Office to receive a copy of the bid or see the City's website at: www.cityofevanston.org/business/bids-proposals/ or DemandStar at: www.demandstar.com.

The City of Evanston (the City) in accordance with the laws of the State of Illinois, hereby notifies all Bidders that it will affirmatively ensure that the contract(s) entered into pursuant to this Notice will be awarded to the successful Bidders without discrimination on the ground of race, color, religion, sex, age, sexual orientation, marital status, disability, familial status or national origin. The State of Illinois requires under Public Works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act (820 ILCS 130) as amended. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

Each Bidder shall be required to submit with their bid a disclosure of ownership interest statement form in accordance with the provisions of City Code Section 1-18-1 *et seq.* Failure to submit such information will result in the disqualification of such bid.

Cheryl Stuart
Purchasing Specialist

SECTION 00 21 00
INSTRUCTIONS TO BIDDERS

1. ON-LINE NOTIFICATION OF SOLICITATIONS

The City is utilizing Demandstar.com (www.demandstar.com) for on-line notification purposes only for sealed bids when it is anticipated that the amount of the resulting contract will be in excess of its formal bid limit of \$25,000, such as this requirement. Interested Bidders are required to submit a sealed bid to the City by the date/time indicated for this requirement on the forms provided by the City.

2. SUBMISSION OF BIDS

- A. The City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (WWW.DEMANDSTAR.COM). Although registration is required, vendors can download solicitations and upload bid responses for free. **Please refer to attached DemandStar E-bidding documents.**
- B. ANY BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED FOR THE RECEIPT OF BIDS WILL NOT BE ACCEPTED. It is the sole responsibility of the Bidder to ensure that his or her bid is delivered by the stated bid opening time. THE CITY IS NOT RESPONSIBLE FOR INCOMPLETE UPLOADED SUBMITTALS.
- C. Bids will be opened on the date and time stated.
- D. Any Bidder may withdraw his or her bid by letter or with proper identification by personally securing his or her bid at any time prior to the stated bid opening time. No telephone request for withdrawal of bids will be honored.

3. PREPARATION OF BIDS

The Bidder must prepare the bid on the attached bid forms. Unless otherwise stated, all blank spaces on the bid form or pages must be filled in. Either a unit price, lump sum price, or a "no-bid", as the case may be, must be stated for each and every item and must be either typed in or written in ink.

4. SIGNING OF BIDS

- A. Bids which are signed for a partnership should be signed in the firm's name by all partners, or in the firm's name by Attorney-in-Fact. If signed by Attorney-in-Fact, there should be attached to the bid a Power of Attorney evidencing authority to sign the bid, dated the same date as the bid and executed by all partners of the firm.

- B. Bids which are signed for a corporation should have the correct corporate name thereon and signature of an authorized officer of the corporation manually written below the corporate name following words "By: _____". title of office held by the person signing for corporation, which shall appear below signature of an officer.
- C. Bids which are signed by an individual doing business under a fictitious name should be signed in the name of the individual "doing business as. _____."
- D. The name of each person signing the bid shall be typed or printed below his or her signature.

5. CONSIDERATION OF BIDS

The Purchasing Specialist shall represent and act for the City in all matters pertaining to this bid and the contract in conjunction therewith.

6. WITHDRAWAL OF BIDS

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. When contract approval is required by another agency, such as the Federal Government or the State of Illinois, no bid shall be withdrawn or canceled for a period of one hundred twenty (90) calendar days.

7. ERRORS IN BIDS

Bidders are cautioned to verify their bids before submission. Negligence on the part of the respondent in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, unit prices will govern.

8. ADDENDA

- A. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure to acknowledge any addenda may cause the bid to be rejected.
- B. Addenda information is available over the internet at: [City of Evanston Notices to Bidders](#) or www.demandstar.com, or by contacting the Purchasing Office.

9. RESERVED RIGHTS

The City of Evanston reserves the right at any time and for any reason to cancel his or her solicitation, to accept or reject any or all bids or any portion thereof, or to accept an alternate response. The City reserves the right to waive any immaterial defect in any response. The City may seek clarification from any

respondent at any time, and failure to respond within a reasonable time period, or as otherwise directed, will be cause for rejection.

10. AWARD

It is the intent of the City to award a contract to the lowest responsive and responsible Bidder meeting specifications. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency, or error that they discover upon examination of the bidding documents. Interpretations, corrections, and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a bid that all addenda have been received and are acknowledged in the bid.

12. INCONSISTENCIES AND OMISSIONS

Bidders are advised to become familiar with all conditions, instructions, and specifications governing his or her bid. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not permit the Bidder to amend contract or to request additional compensation.

13. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions, and specifications governing his or her bid. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not permit the Bidder to amend contract or to request additional compensation.

14. VERIFICATIONS OF DATA

- A. It is understood and agreed that the unit quantities given in these specifications are approximate only, and the contractor shall verify these quantities before bidding as no claim shall be made against the City on, or account of, any excess or deficiency in the same.
- B. The contractor shall have visited the premises and determined for itself, by actual observation, boring, test holes, or other means, the nature of all soil and water conditions (both above and below ground in the line of work) that may be encountered in all construction work under this contract. The cost of all such inspection, borings, etc. shall be borne by the contractor, and no allowance will be

made for the failure of the contractor to estimate correctly the difficulties attending the execution of the work.

15. SPECIFICATIONS

Reference to brand names and numbers is meant to be descriptive, not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the Bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specifies otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The City reserves the right to determine whether a substitute offer is equivalent to, and meets the standard of quality indicated by the brand name and number.

16. SAMPLES

When samples of items are called for by the specifications, samples must be furnished free of expense, and if not destroyed in the evaluation process will be returned at the Bidder's expense upon request. Request for the return of samples must accompany the sample and must include a UPS/Fed-Ex Pickup Slip, postage, or other acceptable mode of return. Individual samples must be labeled with Bidder's name, invitation number, item reference, manufacturer's brand name and number.

17. REGULATORY COMPLIANCE

Each Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State, and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture, or use for their intended purpose of said goods or services. Each Bidder must furnish a "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act when required.

18. PRICING

The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, materials or service costs, patent royalties, and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

19. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

20. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

21. BIDS AND PLAN DEPOSITS

- A. When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of cash, a certified check, or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the City of Evanston. Bid Bonds are also acceptable. All bids not accompanied by a bid deposit, when required, will be rejected.
- B. The City will return the bid deposits of all but the 3 lowest qualified Bidders, whose deposit will be held until contract award or at the expiration of the sixty-day or ninety-day period for bid award.
- C. The bid deposit of the successful Bidder will be retained until contract documents have been executed and the Contractor has submitted all the required information. Failure to comply with the terms of this specification may be cause for forfeiture of said deposit.
- D. When required, plan deposits will be refunded should the plans be returned in good condition within 10 days of the bid opening.

22. DISPUTES

Any dispute concerning a question of fact arising under this bid shall be decided by the Purchasing Specialist, who shall issue a written decision to the Bidder. The decision of the Purchasing Specialist shall be final and binding.

23. CATALOGS

Each Bidder shall submit, when requested by the Purchasing Specialist, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work proposed to be furnished.

24. TAXES

- A. Federal Excise Tax does not apply to materials purchased by the City of Evanston by virtue of Exemption Certificate No. A-208762, Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Evanston by virtue of Statute.

- B. The City of Evanston is exempt from Illinois Sales Tax by virtue of Exemption Identification number E9998-1750.
- C. The City's federal tax ID number is 36-6005870.

25. PERMITS & FEES

All Bidders awarded a contract must secure and pay for any licenses required by the City of Evanston. Necessary building permits will be required, but all permit fees will be waived and moneys for same must not be included in any bid.

26. ROYALTIES & PATENTS

Seller must pay all royalties and license fees. Seller must defend all suits or claims for infringement of any patent, copyright or trademark rights, and must hold the City harmless from loss on account thereof.

27. LOCAL PREFERENCE POLICY

The Evanston City Council reserves the right to award the contract to an Evanston firm if the firm's bid is within five (5%) percent of the low bid of a non-Evanston firm.

28. POWER OF ATTORNEY

An Attorney-In-Fact, who signs any and all of the bond or contract bonds submitted with this bid, must file with each bond a certified and effectively dated copy of their Power of Attorney. These dates should be the same or after the date of the contract.

29. WARRANTY

- A. The contractor warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials: that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.
- B. The contractor warrants all equipment furnished to be in acceptable condition, and to operate satisfactorily for a period of one (1) year from delivery of, or the completion of installation, whichever is latest, unless stated otherwise in the specifications, and that if a defect in workmanship and/or quality of materials are evidenced in this period, the Seller shall remit full credit, replace, or repair at City's discretion immediately, such equipment and/or parts that are defective at no additional cost to the City.
- C. The contractor warrants to the City that each item furnished hereunder, and any component part thereof, will be new and in conformity with the specifications in all respects, unless otherwise specified, and is of the best quality of its respective

kind, free from faulty workmanship, materials, or design, and installed sufficiently to fulfill any operating conditions specified by the City.

- D. The contractor shall repair or replace any item or component part thereof found not to be in conformity with this paragraph provided the City notified the Seller of such nonconformity within one (1) year after initial use or within eighteen (18) months after delivery, whichever occurs first. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of such notice, the City may undertake or complete such replacement or repair for Seller's account, and the seller will be responsible for any additional costs. Acceptance shall not relieve the seller of its responsibility.

30. INCURRED COSTS

The City will not be liable for any costs incurred by Bidders in replying to this invitation for bids.

31. VARIANCES

Each Bidder must state or list by reference any variations to specifications, terms and/or conditions set forth herein with its bid.

32. INDEMNIFICATION

- A. The awarded Bidder/Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.
- B. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the reasonable costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*
- C. At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to

them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

- D. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.
- E. The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subcontractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.
- F. All provisions of this Section 32 shall survive completion, expiration, or termination of this Agreement.

33. TIMELINES

Time is of the essence as to the awarded contract and, of delivery or acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

34. GOVERNING LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. In the event of litigation, the venue will be Cook County, Illinois.

35. EQUAL EMPLOYMENT OPPORTUNITY

- A. In the event of the contractor's noncompliance with any provision of the Illinois Human Rights Act or Section 1-12-5 of the Evanston City Code, the contractor

may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the City of Evanston, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by Statute or regulation.

B. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age or physical or mental handicap that does not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Contractor shall comply with all requirements of City of Evanston Code Section 1-12-5
2. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
3. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine that availability (in accordance with the Fair Employment Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Fair Employment Practices Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Commission's Rules and regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency, the City Manager, the Commission and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contract.
7. That it will include verbatim or by reference the provisions of subsections (A) through (G) of this clause in every performance subcontract as defined in Section 2.10(b) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also include the provisions of subsections (A), (E), (F), and (G) in every supply subcontract as defined in Section 2.10(a) of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Fair Employment Practices Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

36. M/W/D/EBE GOAL

The City of Evanston has a goal of awarding 25% of its contracts to Minority-Owned and Women-Owned Disadvantaged Enterprise businesses (M/W/D/EBEs) in compliance with the State of Illinois Disadvantaged Business Enterprise Policy. All Bidders must state the proposed involvement of M/W/D/EBEs in completing a portion of the services required by the City by completing the attached M/W/D/EBE forms. Any questions regarding M/W/D/EBE compliance should be submitted in writing to Tammi Nunez, Purchasing Manager at tnunez@cityofevanston.org.

37. LOCAL EMPLOYMENT PROGRAM REQUIREMENTS

In an effort to increase hiring of economically disadvantaged Evanston residents on certain City construction projects, the contractor shall comply with the provisions of the City of Evanston's Local Employment Program Ordinance (LEP) set forth in Section 1-17-1 (C) of the Evanston City Code. The intent of the LEP is to have Evanston residents employed at the construction site as laborers, apprentices and journeymen in such trades as electrical, HVAC, carpenters, masonry, concrete finishers, truck drivers and other construction occupations necessary for the project. Any questions regarding LEP compliance should be submitted in writing to Jessica Cooper,

the Workforce Development Coordinator at jcooper@cityofevanston.org or Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

NOTE: CITY OF EVANSTON ORDINANCE 60-O-14 AMENDMENT LOCAL EMPLOYMENT PROGRAM (LEP) available on the City website at: [Ordinance 60-O-14 Amendment LEP](#)

38. QUESTIONS

All questions related to this bid document should be submitted in writing to Cheryl Stuart, Purchasing Specialist at cstuart@cityofevanston.org with a copy to James Knuth, at jknuth@cityofevanston.org. Only inquiries received a minimum of seven (7) working days prior to the date set for the opening of bids, will be given any consideration.

39. COORDINATION OF EXISTING SITE WITH DRAWINGS

- A. Before submitting a bid, bidders shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations.
- B. Should a bidder find discrepancies in, or omissions from the drawings or specifications, or should be in doubt as to their meaning, the bidder should at once notify the Purchasing Specialist, who will issue necessary instructions to all bidders in the form of an addendum.

40. AFFIRMATIVE ACTION IN SUB-CONTRACTING (EXCERPT FROM RESOLUTION 59-R-73)

“Contractor agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the City, Contractor shall furnish evidence of his compliance with this requirement of minority solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal bids in the light most favorable to said minority businesses. Contractor further affirms that in obtaining his performance and bid bonds, he will seek out and use companies who have records of, and/or who will make commitments to, the bonding of minority contractors on a rate basis comparable to their bonding of similar non-minority contractors. The contractor may be required to submit this evidence as part of the bid or subsequent to it.”

41. COMPLIANCE WITH LAWS

- A. The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and City Governments, which may in any manner affect the preparation of bids or the performance of the contract.

42. QUALIFICATION OF BIDDERS

- A. All bidders must be qualified in accordance with the instructions, procedures and methods set forth in this specification.

- B. In awarding contract, City may take into consideration, skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, amount of work being carried on by bidder, quality and efficiency of construction equipment proposed to be furnished, period of time within which proposed equipment is furnished and delivered, necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet requirements mentioned above may be cause for rejection of the bid. In addition, if the project covered by this contract is a minority set-aside project, the contractor's qualifications as a minority firm will determine the eligibility of the contractor to bid.

43. COMPETENCY OF BIDDER

- A. No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Evanston upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.
- B. The bidder, if requested, must present within forty eight (48) hours evidence satisfactory to the Purchasing Manager of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

44. PREFERENCE TO CITIZENS

The Contractor shall abide by the Illinois Preference Act, 30 ILCS 570 et seq., which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer.

END OF SECTION

SECTION 00 21 10
E-BIDDING INFORMATION

DemandStar E-Bidding Information continues on next page.

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis ✕

Narrow down your search by selecting a state and county.

State	County
Select State ▼	Select County ▼

- City of Metropolis – Board of Commisioners
- City of Metropolis Purchasing
- Metropolis Technical College

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County,
Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout

Skip for Now



SIGN UP

Visit www.demandstar.com





DEMANDSTAR

B u i l d i n g C o m m u n i t i e s .

(E-bidding) Electronic Bidding Instructions

Introduction

To submit a bid electronically (e-bidding) on DemandStar

- The project **MUST** be setup for e-bidding by the government agency advertising the opportunity

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpack" Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding
- Those that are available for you to electronically bid will list "e-bidding" as an available "ACTION" when you look at the project details

In order to do
e-bidding

1. Click on “E-bidding” in
the actions column

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpa Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



In order to do
e-bidding

2. Enter your contact information and enter in all required fields

Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed description of your bid through your uploaded documents.

Contact Information

** indicates required fields*

Company Name *

Address 1 *

Address 2

City *

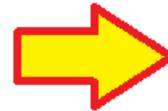
State *

Postal Code *

Phone *

Fax

Country *



Bid Amount *

Alternate Bid Amount

Notes

In order to do e-bidding

- In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.

Required Documents



The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online) and which ones you will submit directly to the agency (offline).

Agency Required Documents

Document	None	Online/ Electronic	Offline/ Manual	Not submitting
-				
Bid Reply	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Checklist	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Subcontractor List	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Current Workload, List of Projects and Completion Dates	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Questionnaire	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug Free Workplace Form	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

In order to do e-bidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents

E-Bid Response Documents

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20190077-0-2019/HF
Bid Name	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded
Bid Due Date	5/31/2019 3:00:00 PM Eastern time
Bid Opening	14 days, 21 hours, 45 minutes, 5 seconds

No response documents uploaded

Agency Accepted File Formats



Formats

Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

** indicates required fields*



Document Title *

Specify Upload Document *

Choose File No file chosen

(Type the path of the document, or click the Browse button.)

Upload

In order to do e-bidding

Once you decide you've uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen

E-Bid Response Documents

Agency Name City of Port St. Lucie, Procurement Management Department
Bid Number EBID-20180218-0-2018/jer
Bid Name Sculpture on Lawn at City Hall Temporary Art Installation
Bid Due Date 1/9/2019 2:00:00 PM Eastern time
Bid Opening 100 days, 1 hour, 20 minutes, 11 seconds

	Document Title	Format	Size	Uploaded	Status	Action
1	 E-Bidding for Suppliers	Microsoft Word	12 Kb	10/1/2018 9:39:50 AM	Complete	View , Remove

Agency Accepted File Formats

Formats
Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

* indicates required fields

Document Title *

Specify Upload Document *

(Type the path of the document, or click the Browse button.)

Your document has successfully uploaded but your response is not yet complete. You must still click 'Submit Response' on Bid Response Details page in order to complete your response and receive a confirmation



Completing your e-bid submittal

- Please **VERIFY** that you have attached **ALL** the required documents
- Click on the **Submit Response** button to complete your e-bid

Agency Required Documents

EDIT

1. **Bid Reply** (Electronic/Online) ✓
2. **Checklist** (Electronic/Online) ✓
3. **Subcontractor List** (Electronic/Online) ✓
4. **Current Workload, List of Projects and Completion Dates** (Electronic/Online) ✓
5. **Questionnaire** (Electronic/Online) ✓
6. **Drug Free Workplace Form** (Electronic/Online) ✓
7. **Current Certificate of Insurance** (Electronic/Online) ✓
8. **License/Certification to do Described Work** (Electronic/Online) ✓
9. **Reference Check Form** (Electronic/Online) ✓
10. **E-Bid Reply Excel Spreadsheet** (Electronic/Online) ✓
11. **E-Bid Bond** (Electronic/Online) ✓
12. **Vendor Code of Ethics** (Electronic/Online) ✓
13. **W-9 form** (Electronic/Online) ✓

Uploaded Documents

EDIT

1. test document upload to ensure e-bidding active

E-Bid Confirmation

After clicking "Submit Response" the following process will begin:

- We will verify that your response is complete as entered.
- You will see a confirmation page with your confirmation number and date/time stamp of your upload.
- You will receive a confirmation e-mail indicating a successful response submittal.
- You may track your response submission under the View Responses page.

If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

<< Return

Submit Response

Confirmation of Response

- When you complete you will receive a confirmation
- This is a confirmation that what you uploaded will be visible to the agency when the bid closes, **this is not** a confirmation that all your documents were fill out or submitted correctly

E-Bid Response Details

Agency Name City of Port St. Lucie, Procurement Management Department

Bid Number EBID-20180218-0-2018/er

Bid Name **Sculpture on Lawn at City Hall Temporary Art Installation**

Bid Due Date 1/9/2019 2:00:00 PM Eastern time

Bid Opening 100 days, 1 hour, 6 minutes, 46 seconds

Response # 15104

Results Your bid response is submitted.

<< Return

Post Submission Edits

If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on "DETAILS" then "EDIT" the section you wish

Bid Identifier	Agency Name	Bid Status	Broadcast	Date Due ▼	Name	Status	Actions
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	Incomplete	Details, Bid, History

Contact Information

EDIT

Company Name Sample DBE Company

Address 1 509 Olive Way

Address 2

City Seattle

State Washington

Postal Code 98101

Phone 2063739233

Fax 2063739233

Country United States of America

Bid Amount \$0.00

Alternate Bid Amount

Notes



Agency Required Documents

EDIT

1. Bid Reply (Electronic/Online) ✓

SECTION 00 30 10
DISCLOSURE OF OWNERSHIP INTERESTS

City of Evanston Ordinance 15-0-78 requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their bid. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**) 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

1b. (Answer only if corporation has 33 or more shareholders.) Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

1c. (Answer only if corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

SECTION 3 - TRUSTS

3a. Trust number and institution.

3b. Name and address of trustee or estate administrator.

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

4b. If any interest named in Section 1,2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

4c. If "constructive control" of any interest named in Sections 1,2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

Date

Signature of Person Preparing Statement

Title

ATTEST: _____ (Notary Seal)
Notary Public

Commission Expires: _____

INTENTIONALLY LEFT BLANK

SECTION 00 30 40
ADDITIONAL INFORMATION SHEET

Bid Name: _____

Bid Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

SECTION 00 30 50
MAJOR SUBCONTRACTORS LISTING

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

- A. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below.
- B. The following list includes all subcontractors who will perform work representing 5% (five percent) or more of the total Base Bid.
- C. The subcontractors listed below are financially responsible and are qualified to perform the work required.
- D. The subcontractors listed below comply with the requirements of the Contract Documents.
- E. Any substitutions in the subcontractors listed below shall be requested in writing by the Contractor and must be approved in writing by the Owner. All pertinent financial, performance, insurance and other applicable information shall be submitted with the request for substitutions(s). Owner shall respond to such requests within 14 calendar days following the submission of all necessary information to the full satisfaction of the Owner.

<u>Category</u>	<u>Name of Subcontractor</u>	<u>Address and Telephone Number</u>

(Attach additional sheets as required)

SECTION 00 30 60
CONFLICT OF INTEREST FORM

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Bidder, its owners and employees and any official or employee of the City of Evanston.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Bidder has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 20_____.

Notary Public

(Notary Seal)

Commission Expires: _____

SECTION 00 30 70
SIGNATURE FORM

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the proposer hereby certifies that they are not barred from bidding on this contract as a result bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

Authorized Signature: _____

Company Name: _____

Typed/Printed Name: _____

Date: _____

Title: _____

Telephone Number: _____

E-mail _____

Fax Number: _____

SECTION 00 41 00
BID FORM
FOR
EVANSTON WATER PLANT REVETMENT REHABILITATION
BID #25-33

BID TO:

THE CITY OF EVANSTON

2100 Ridge Avenue
Evanston, Illinois 60201

Hereinafter called "OWNER".

1.02 BID FROM:

(Hereinafter call "BIDDER")

Address

Telephone Number

Fax Number

1.03 BID FOR: **Evanston Water Plant Revetment Rehabilitation**

1.04 ACKNOWLEDGEMENT:

A. The Bidder, in compliance with the Invitation for Bids, having carefully examined the Drawings and Project Manual with related documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the construction of the proposed project, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby PROPOSES to perform everything required to be performed, and to provide all labor, materials, necessary tools and equipment, expendable equipment, all applicable permits and taxes and fees, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the Project in accordance with all the plans,

specifications and related Contract Documents as prepared by the City of Evanston.

- B. The undersigned hereby acknowledges receipt of Invitation of Bids, Instruction to Bidder, the Project Manual, Drawings, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

1.05 GENERAL STATEMENTS

- A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.
- B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the Project as a whole.
- C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.
- D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.
- E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, and/or in the prosecution of the Work required hereunder.
- F. To be considered a bona fide offer, this proposal must be completed in full and accompanied by a bid deposit or a bid bond when required by Contract Documents or Addenda.

1.06 ALTERNATES

- A. When alternate proposals are required by Contract Documents or Addenda thereto, the undersigned proposes to perform alternates for herein stated additions to or deductions from hereinbefore stated Base Bid. Additions and deductions include all modifications of Work or additional Work that the undersigned may be required to perform by reason of the acceptance of alternates.

1.07 ALLOWANCE

- A. Additional Work Allowance: This allowance is general and should be used in the event that any unforeseen condition is discovered. After discovering the unforeseen condition, the contractor shall submit a Found Condition Report (FCR) and an Authorization to Use Allowance (AUA) to the Consultant. The Consultant will then notify the Owner and both the Owner and the Consultant will view the unforeseen condition to determine if the work will be authorized. Under no circumstances shall the contractor move forward with the work in question nor shall the contractor expend allowance without an approved AUA. At the end of the project, unspent allowance shall be credited to owner via change order.
- B. Incentive Allowance: This Incentive Allowance is specific to completion of the work by the Early Completion Date and shall be paid to the Contractor only upon completion of all work to the satisfaction of the Owner by the Early Completion Date. No partial payments shall be made for this Incentive Allowance. See Section 01 21 00 for more details.

1.08 AGREEMENT

- A. In submitting this Bid, the undersigned agrees:
 - 1. To hold this Bid open for sixty (60) days from submittal date.
 - 2. To enter into and execute a Contract with the Owner within ten (10) days after receiving Notice of Award from the Owner.
 - 3. To accomplish the work in accordance with the Contract Documents.
 - 4. To complete the work by the time stipulated in the General Conditions
- B. The Owner reserves the right to reject any and all Bids and to waive any informalities in Bidding.

1.09 SCHEDULE

- A. The contract period is for 265 days from the Notice to Proceed or May 25th, 2026, whichever is later.
- B. Included in this contract is an Incentive Allowance, which will be awarded to the Bidder if the work is completed by the Early Completion Date of December 19th, 2025.
- C. Notice to Proceed can be anticipated by September 2nd, 2025.
- D. Final Completion shall be two weeks following the established Substantial Completion Date.

1.10 PROPOSED PRICES

- A. The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the contract documents, the

contract of work bid upon herein for compensation in accordance with the following prices:

Base Scope

Item	Description	Price
B1	Mobilization/Demobilization	\$
B2	Construction Access pathways & Site preparation	\$
B3	Security Fencing	\$
B4	Excavation & Disposal	\$
B5	Outfall Stabilization - 2/CS300, CS500 (Tie rod repair excluded - see unit price items)	\$
B6	Revetment Replacement - Armor Stone (Base scope as shown CS100)	\$
B7	Revetment Replacement - RR3 Filter Stone (Base scope as shown CS100)	\$
Subtotal - Base Scope		\$

Allowance

Item	Description	Price
A1	Additional Work General	\$ 25,000.00
A2	Incentive Allowance - Final Completion by 12/19/2025	\$ 50,000.00
Total Lump Sum Value including Allowances		\$

1.11 UNIT PRICING LIST

The undersigned submits the following UNIT PRICING LIST to be performed as shown on the Plans and/or described in the Specifications, and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work from the estimated quantities shown below. Unit prices for individual line items shall be used for the project's schedule of values, pay applications and will also be used to determine the amount to ADD TO or DEDUCT FROM the contract LUMP SUM PRICE for properly authorized additional or deducted work. In the event of a change to the contract the contractor shall be limited to markup percentages as indicated in Section 01028, 1.05, A. Bidders shall examine plans and determine actual work items and quantities for the work involved for bid analysis by the Owner.

Item	Description	Unit	Base Bid Quantity	Add Cost *	Deduct Cost **
U1	Revetment Replacement - Excavation & Disposal beyond Base Scope	CYD		\$	\$
U2	Revetment Replacement - Armor Stone (Base scope as shown CS100) beyond Base Scope	TON		\$	\$
U3	Revetment Replacement - RR3 Filter Stone (Base scope as shown CS100) beyond Base Scope	TON		\$	\$
U4	Cellular Concrete fill required (extents as shown CS300/CS301) beyond Base Scope	CYD		\$	\$
U5	Tie Rod repair 5/CS500	EA		\$	\$

* Add costs to be provided by Bidder

** Deduct costs to be provided by Bidder

1.12 BID SECURITY

If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

- A. The City of Evanston Civic Center is unable to receive in person drop-off and it is closed to the public. The original bid bond must be mailed within ten (10) days after the due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number.
- B. Accompanying this electronic submittal is a scanned copy of a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than five percent (5%) of the Total Bid payable to the City of Evanston.

The amount of the check or draft is: \$ _____

If this bid is accepted and the undersigned shall fail to execute a contract and contract bond as required it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond; otherwise said check or draft shall be returned to the undersigned.

In the event that one check or draft is intended to cover two or more bids, the amount must be equal to the sum of the project proposal guarantees of the individual sections covered.

If the check or draft is placed on another project proposal, state below where it may be found, as follows: The check or draft will be found in the project proposal for: _____.

1.13 PERFORMANCE/PAYMENT BOND

The undersigned bidder agrees to provide Performance Bond and Payment Bond executed in accordance with Contract Performance Bond form furnished by and acceptable to the Owner written with _____

in the amount of 100% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

Cost of bond for change order is _____ percent of change order cost.

1.14 LIQUIDATED DAMAGES

The undersigned Bidder understands and agrees to the provisions stated under "LIQUIDATED DAMAGES" in the General Conditions and shall be assessed at the specified daily rate for each calendar day or partial calendar day until completion as defined herein.

1.15 MATERIAL SUBSTITUTION SHEET

The following is a schedule of substitute materials I propose to furnish on this job, with the difference in price being added to or deducted from the Base Bid. The Base Bid is understood to include only those items which are definitely specified by trade names or otherwise.

I understand that if no price difference is indicated, then the selection of materials is optional with the Owner, and approval or rejection of the substitution below will be indicated prior to signing of Contracts.

<u>PRODUCT NAME AND/OR MANUFACTURER</u>	<u>ADD</u>	<u>DEDUCT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.16 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

Notary Public

Commission Expires: _____

B. PARTNERSHIP

Signature of All Partners: _____

Name (typed or printed)

Name (typed or printed)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__

Commission Expires: _____

Notary Public

C. CORPORATION

Signature of Authorized Official: _____

Title: _____

Name above (typed or printed): _____

(If other than the president, attach a certified copy of that section of corporate by-laws or other authorization by the Corporation which permits the person to execute the offer for the Corporation.)

(Corporate Seal)

Attest: _____
Secretary

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__

Commission Expires: _____

Notary Public

1.17 DISCLOSURE

- A. The undersigned duly sworn deposes and says on oath that the bidder has withheld no disclosures of ownership interest and the information provided herein to the best of its knowledge is current and said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

Bidder: _____

Business Address: _____

Telephone Number: _____

1.18 CONTACTS

- A. In the event the Evanston City Council approves this bid response, list the name, address, telephone, and fax number of the person to be contacted:

Bidder: _____

Address: _____

Telephone Number: _____

Fax Number: _____

1.19 REFERENCES

A. Provide three (3) references for which your firm has completed work of a similar scope in the past.

1. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

2. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Contract Value: _____

Contract Dates: _____

3. Name: _____

Address: _____

Contact Person: _____

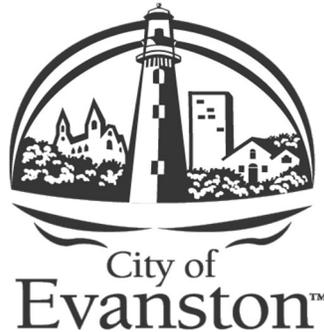
Phone: _____

Contract Value: _____

Contract Dates: _____

INTENTIONALLY LEFT BLANK

SECTION 00 52 00
CONTRACTOR SERVICES AGREEMENT



CONTRACTOR SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

Evanston Water Plant Revetment Rehabilitation
(BID #25-33)

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and [Insert Contractor name here], with offices located at [Insert Contractor address here], (hereinafter referred to as the "Contractor"). Compensation (the "Compensation") for all basic services provided by the Contractor pursuant to the terms of this Agreement shall not exceed \$[Insert fee here].

Revision March 2020

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RECITALS

WHEREAS, the City intends to retain the services of a qualified and experienced contractor for the following:

Excavation and stabilization of the steel sheet pile revetment wall at the Evanston Water Plant.

WHEREAS, this Agreement shall include the following documents which are attached hereto:

- a) City of Evanston Bid 25-33, attached as Exhibit A.
- b) Contractor's response to Bid 25-33, attached as Exhibit B.
- c) Any sub-contractor sub-contracts related to this Agreement, attached as Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1 Services and Duties of the Contractor

1.1 The Contractor shall perform professional services and provide equipment (the "Work") in accordance with Exhibits A, B, C and D. The Contractor retains the right to control the manner of performance of the services provided for in this Agreement and is an independent contractor and not agent or an employee of the City. All employees and sub-contractors of the Contractor shall likewise not be considered to be employees of the City. Contractor is solely responsible for the means and methods of all work performed under the terms of this Agreement for this Project ("the Project"). Contractor is an independent Contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Contractor acknowledges and agrees that should Contractor or its sub-contractors provide false information, or fail to be or remain in compliance with this Agreement; the City may void this Agreement.

1.2 The Contractor warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Contractor's work and all indemnity and insurance requirements. Contractor further affirms that it has visited the Project site and has become familiar with all special conditions, if any, at the Project site. Contractor shall perform the Work and its obligations under this Agreement in accordance with and subject to the Contract Documents to the full extent that each such provision is applicable to the Work. Contractor shall take necessary precautions to properly protect the Work of others, if any, from damage caused by operations under this Agreement. In addition, Contractor shall protect the work during normal and adverse weather conditions until the Project is complete and accepted by the City, or until the Contractor has fully completed its work under this Agreement. Contractor's obligations include, but are not limited to, placing and adequately maintaining at or

about all locations of Project work, sufficient guards, barricades, lights, and enclosures to protect the Work.

1.3 The Contractor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Agreement.

1.4 The Contractor shall designate, in writing, a person to act as its Project Manager for the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Contractor's policies and decisions with respect to the work covered by this Agreement.

1.5 The Contractor shall employ only persons duly licensed by the State of Illinois to perform the professional services required under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City. The Contractor shall employ only well qualified persons to perform any of the remaining services required under this Agreement, also subject to prior approval of the City. The City reserves the right to require replacement of Contractor, sub-contractor, or supplier personnel for any reason. Contractor will replace the unacceptable personnel at no charge to the City. For all solicitations or advertisements placed by or on behalf of Contractor for employees for this Project it will state that the Contractor is an Equal Opportunity Employer.

1.6 Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Contractor's control, the Contractor shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Contractor shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records, or part thereof, is applicable. Contractor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Contractor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

1.7 The Contractor shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. The Contractor may, upon request of the City, submit to the City a draft sub-contractor agreement for City review and approval prior to the execution of such an agreement. Any previously entered into sub-contractor agreement(s) are attached as Exhibit C. If the Contractor sub-contracts any of the services to be performed under this Agreement, the sub-contractor agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Contractor shall be responsible for the accuracy and quality of any sub-contractor's

work.

1.8 The Contractor shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Contractor shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

1.9 The Contractor acknowledges that it shall enforce and comply with all applicable Occupational Safety and Health Administration standards (OSHA) for this Project in effect as of the date of the execution of this Agreement, or as otherwise promulgated by OSHA in the future taking effect during the pendency of this Project. Contractor shall enforce all such standards and ensure compliance thereto as to its own agents and employees, and as to the agents and employees of any sub-contractor throughout the course of this Project. Contractor is solely responsible for enforcing and complying with all applicable safety standards and requirements on this Project, and is solely responsible for correcting any practices or procedures which do not comply with the applicable safety standards and requirements for this Project. Any Project specific safety requirements applicable to this Project must be followed by Contractor and any sub-contractor(s) on the Project. Additionally, all such safety requirements shall be made a part of any sub-contractor agreement.

1.10 The Contractor shall submit to the City a progress report each month this Agreement is in effect. The report shall include the following items:

- a) A summary of the Contractor's project activities, and any sub-contractor project activities that have taken place during the invoice period;
- b) A summary of the Contractor's project activities and any sub-contractor project activities, that shall take place during the next invoice period;
- c) A list of outstanding items due to or from the City; and
- d) A status of the Project schedule.

1.11 The Contractor shall perform the work required under this Agreement pursuant to high quality industry standards expected by the City. The Contractor shall apply for and receive all appropriate permits before performing any work in the City. The Contractor shall also provide the appropriate permit drawings for Building Permits to be issued for the Project, if said permits are obligated by the Project. The City will assist the Contractor with obtaining the appropriate building and right-of-way permits.

1.12 The Contractor shall provide drawings of record, in the following 3 electronic formats for all locations where equipment has been installed and/or work has been performed. The electronic formats required by this Section 1.12 are Auto Cad Version 2007, ArcView and PDF.

1.13 Contractor recognizes that proper cleanup and removal of construction debris is an

important safety consideration. The Contractor shall be solely responsible for daily construction site/area cleanup and removal of all construction debris in accordance with City-approved disposal practices. Contractor shall be solely responsible for identifying and removing at its expense all hazardous material and waste which it uses and generates.

1.14 To the extent that there is any conflict between a provision specified in this Agreement, with a provision specified in any of the other Contract Documents, as defined in Section 1.15, this Agreement shall control. The City and the Contractor may amend this Section 1.14 as provided by Section 15 herein.

The Contractor acknowledges and agrees that the City has no retained control over any of the Work done pursuant to this Agreement, and that the City is expressly exempt from the retained control exception as defined in the Restatement of Torts, Second, Section 414. This provision shall survive completion, expiration, or termination of this Agreement.

1.15 The Contract Documents for this Project consist of:

- a) This Agreement;
- b) The City's RFP/RFQ, and the plans, specifications, general conditions, drawings addenda, and modifications thereto;
- c) The Contractor's response to the RFP/RFQ/Bid;
- d) Other exhibits and schedules, if any, listed in this Agreement;
- e) Amendments or Other Contract Documents, if any; and
- f) Amendments/Modifications to this Agreement issued after execution thereof.

1.16 As a condition of receiving payment, Contractor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and sub-contractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.

2 Standard Certifications

Contractor acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement is a material requirement and condition of this Agreement. By executing this Agreement, Contractor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to sub-contractors used on this Agreement. Contractor shall include these Standard Certifications in any sub-contract used in the performance of the Agreement.

If this Agreement extends over multiple fiscal years, Contractor and its sub-contractors

shall confirm compliance with this section in the manner and format determined by the City by the date specified by the City and in no event later than January 1 of each year that this Agreement remains in effect.

If the City determines that any certification in this section is not applicable to this Agreement, it may be stricken, subject to sole approval by the City, without affecting the remaining subsections.

2.1 As part of each certification, Contractor acknowledges and agrees that should Contractor or its sub-contractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the Agreement may be void by operation of law,
- the City may void the Agreement, and
- Contractor and its sub-contractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

2.2 By signing this Agreement, the Contractor certifies that it has not been barred from being awarded a contract with a unit of State or local Government as a result of bid rigging or bid rotating or similar offense, nor has it made any admission of guilt of such conduct that is a matter of public record. (720 ILCS 5/33 E-3, E-4).

2.3 In the event of the Contractor's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

2.4 During the term of this Agreement, the Contractor agrees as follows:

a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

b) That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

2.5 The Contractor certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- a) The illegality of sexual harassment;
- b) The definition of sexual harassment under State law;
- c) A description of sexual harassment utilizing examples;
- d) The Contractor's internal complaint process including penalties;
- e) Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- f) Protection against retaliation as provided to the Department of Human Rights.

2.6 In accordance with the Steel Products Procurement Act (30 ILCS 565), Contractor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

2.7 Contractor certifies that it is properly formed and existing legal entity and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

2.8 If Contractor, or any officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Contractor certifies at least five years have passed since the date of the conviction.

2.9 Contractor certifies that if more favorable terms are granted by Contractor to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under this Agreement.

2.10 Contractor certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

2.11 The Contractor certifies that all Design Professionals performing the Work under this Agreement will ensure that the Project shall be designed in conformance with the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, *et seq.*, and all regulations promulgated thereunder. Design Professional means any individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that offers services under the Illinois Architecture Practice Act of 1989 (225 ILCS 305/), the Professional Engineering Practice Act of 1989 (225 ILCS 325/), the Structural Engineering Licensing Act of 1989 (225 ILCS 340/), or the Illinois Professional Land Surveyor Act of 1989 (225 ILCS 330/).

2.12 The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements now in force or which may be in force during the term of this Agreement. The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et. seq.*, Title VII of the Civil Rights Act of 1964, and the Illinois

Prevailing Wage Act, 820 ILCS 130/0.01 *et. seq.*

3 *Additional Services/Change Orders*

3.1 If the representative of the City responsible for the Project verbally requests the Contractor to perform additional services, the Contractor shall confirm in writing that the services have been requested and that such services are additional services. Failure of the City to respond to the Contractor's confirmation of said services within thirty (30) calendar days of receipt of the notice shall be deemed a rejection of, and refusal to pay for the additional services. Contractor shall not perform any additional services until City has confirmed approval of said additional services in writing. If authorized in writing by the City, the Contractor shall furnish, or obtain from others, additional services of the following types, which shall be paid for by the City as set forth in Section 9 of this Agreement:

- a) Additional Services due to significant changes in scope of the Project or its design, including, but not limited to, changes in size, complexity or character of construction, or time delays for completion of work when such delays are beyond the control of the Contractor;
- b) Revisions of previously approved studies, reports, design documents, drawings or specifications;
- c) Preparation of detailed renderings, exhibits or scale models for the Project;
- d) Investigations involving detailed consideration of operations, maintenance and overhead expenses for the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material and labor, and material audits or inventories required for certification of force account construction performed by the City;
- e) Services not otherwise provided for in this Agreement.

3.2 The City may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Contractor, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement. Any additional services, abandonment of services which were authorized by the City, or changes in services directed by the City which result in the revision of the scope of services provided for in Exhibits A, B, C, and D that cause the total Compensation due Contractor under this Agreement to exceed \$25,000 or more, or increase or decrease the contract duration by more than 30 days are subject to approval by the Evanston City Council. These actions must be addressed either in a written Change Order or in a written amendment to this Agreement approved by both parties.

3.3 Contractor acknowledges and agrees that the Public Works Construction Change Order Act, 50 ILCS 525/1 *et seq.* shall apply to all Change Orders for the Project. It is expressly understood and agreed to by Contractor that it shall not be entitled to any damages or Compensation from the City on account of delay or suspension of all or any part of the Work. Contractor acknowledges that delays are inherent in construction projects and Contractor assessed that risk and fully included that risk assessment within its contract sum specified in its Response to the City RFP/RFQ/Bid for this Project. The City shall not compensate Contractor for work that

is more difficult than the contract sum specified in its Response would reflect. Delays to minor portions of the Work will not be eligible for extensions of time.

Delays to the Project caused by labor disputes or strikes involving trades not directly related to the Project, or involving trades not affecting the Project as a whole will not be eligible for an extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor first furnishes to the City documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and accepted construction schedule.

In addition to any other changes requested by City (as described in Sections 3.1 and 3.2), the Company shall be entitled to request (and the City may grant) Change Orders with respect to:

- (a) The City-caused delays;
- (b) Change in Law;
- (c) Force Majeure Events.

The foregoing events shall entitle the Contractor to a change in the Compensation for this Project, if the Contractor demonstrates that it will unavoidably incur reasonable costs as a result thereof and the Contractor provides reasonable and detailed documentary support with respect to any such price impact.

The parties agree to reasonably confer regarding any such disputes with respect to the issuance of a Change Order.

Any payment for compensable delay will only be based upon actual costs excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss.

All Contractor Change Orders authorized under this Section 3 shall be made in writing. In remitting a Change Order, the Contractor must first show in writing that:

- (a) The work was outside the scope of this Agreement,
- (b) The extra work was not made necessary due to any fault of Contractor;
- (c) The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed;
- (d) The change is germane to the original Agreement; and
- (e) The Change Order is in the best interest of the City and authorized by law.

Any person who fails to first obtain the City's written authorization for a Change Order commits a Class 4 felony. The written determination and the written Change Order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection.

The City reserves all rights and causes of action, at law or equity, to seek redress against entities or persons who violate the requirements of this Section 3. By initialing below, Contractor hereby acknowledges that it is bound by this Section 3.

Contractor's Initials: _____

3.4 The Contractor is required to include the City of Evanston as a reference whenever and wherever the Contractor provides references for similar projects for a period of one (1) year from the date of Final Acceptance by the City of the Work for this Project.

4 Bonds

4.1 Before the Scheduled Construction Commencement Date, the Contractor is required to furnish unconditional performance and payment bonds in the amount of 100% of the Compensation as security for the faithful performance and completion of all the Contractor's obligations under the Contract Documents and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. All Bonds shall be issued on a form acceptable to the City. The bonds must be for the entire term of the Agreement. Failure to provide these bonds shall constitute a breach of Contractor's obligations under this Agreement. Each surety providing the Bonds must have a Best's rating not less than A/X and be licensed in Illinois and shall be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 as published in the Federal Register and available on the website of the U.S. Department of the Treasury, Financial Management Service, at www.fms.treas.gov/c570/c570.html. All Bonds signed by an agent must be accompanied by a certified copy of his or her authority to act. It shall be the duty of the Contractor to advise the surety or sureties of any Change Orders that result in an increase to the Compensation and to ensure that the amounts of the Bonds are updated to reflect and cover any such increases throughout the course of the Project. The cost of such Bonds shall be included within the Compensation.

4.2 If the surety behind any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State or it ceases to meet any of the requirements of this Contract, the Contractor shall, within [5] five days thereafter, substitute another Bond of equivalent value and surety, both of which must be acceptable to the City. In addition, no further progress payments under the Agreement will be made by the City until the Contractor complies with the provisions of this Agreement. The Contractor shall furnish to the City proof of any required bonds and proof of required insurance as one of the conditions precedent to payment under the Agreement. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment or performance of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or authorize a copy to be furnished. All surety Bonds provided for in this Section shall incorporate by reference this Agreement, and any language that may be in any such surety Bond which conflicts with the provisions of this Agreement that define the scope of the surety('s) duty(ies) shall be of no force and effect.

5 Liquidated Damages

5.1 The parties agree that failure of Contractor to timely complete the Work required by this Agreement will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that for each calendar day after written notice is delivered to Contractor and Contractor fails to complete the Work, that Contractor will pay City, as and for liquidated damages, and not as a penalty, the sum of **Seven Hundred and Fifty Dollars per day**. Contractor shall reimburse the City for all costs, expenses and fees (including, without limitation, attorneys' fees), if any, paid by the City in connection with such written demand by City. Contractor stipulates and agrees that the sums payable by Contractor under this Section are reasonable under the circumstances existing as of the execution of this Agreement. This Section 5.1 is not intended to limit any direct damages that may be recoverable by City related to the Contractor's failure to complete the Work in accordance with this Agreement. The City, at its option, may withhold liquidated damages from progress payments payable to Contractor before the substantial completion date.

6 The City's Responsibilities

6.1 The City may evaluate the Contractor's and any sub-contractor's performance (interim and final). Timeliness in meeting the Project schedule and the overall relationship with the Contractor are factors that will be considered in the Contractor's performance rating. An unfavorable performance rating may be a factor when future assignments are being considered.

6.2 The City makes no representation or warranty of any nature whatsoever as to the accuracy of information or documentation provided by the City to the Contractor which were generated or provided by third parties.

7 Period of Service

7.1 The Contractor shall commence work on the Project after supplying the City with the Contractor's performance and payment bonds and all required insurance documents before starting its Work on this Project. The City shall determine when the Contractor has completed the Work required pursuant to this Agreement, and shall determine the date of Final Acceptance. Contractor recognizes time is of the essence regarding its performance on this Project. Contractor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

7.2 Each phase of the project shall be completed in accordance with the activities outlined in the City's Bid 25-33.

8 Payment for Services and Reimbursements

8.1 Within the first five (5) business days of each month, the Contractor shall invoice the City for Work completed during the previous month. The Contractor shall provide a detailed invoice that relates invoiced items to the Contractor's response to Bid 25-33 in both quantity and unit cost. Any discrepancies in the monthly invoice shall be promptly brought to the attention of

the Contractor by the City Project Manager and efforts shall be made to promptly resolve said discrepancies between the City and Contractor. In the event the City and Contractor cannot resolve invoice discrepancies, items in dispute will be removed from the invoice and the City shall approve the remainder of the invoice. Payment will be made as soon as possible following the City Council meeting in which the item appeared on the bills list, and in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois.

8.2 In the event of termination by the City of this Agreement pursuant to paragraph 9.1 after completion of any phase of the basic services, fees due the Contractor for services rendered through such phase shall constitute final payment for such services, and no further fees shall be due to the Contractor. In the event of such termination by the City during any phase of the basic services, the Contractor shall be paid for services rendered on the basis of the proportion of work completed on the phase to date of termination.

8.3 The City shall have the right to withhold payment to the Contractor due to the quality of a portion or all of the work performed hereunder which is not in accordance with the requirements of this Agreement, or which is unsatisfactory, or is due to the Contractor's failure or refusal to perform any of its obligations hereunder. Compensation in excess of the total contract amount specified in this Agreement will not be allowed unless justified in the City's sole judgment and authorized in advance as provided for in Section 3 of this Agreement. Compensation for improper performance by the Contractor is disallowed.

8.4 Upon completion of the Work performed by the Contractor, prior to the submission of a request for final payment, the City and Contractor shall perform a final acceptance test and review of the Work performed and/or equipment installed pursuant to the Agreement. A punch list of items outstanding will be jointly developed by the City and Contractor. In addition, the Contractor shall submit drawings of record for the Project for the City to approve. The Contractor shall promptly resolve all punch list items to the satisfaction of the City, and shall transmit to the City in writing confirmation that all punch list items have been resolved. The City will review, and the Contractor shall modify, as necessary, any drawings of record to the satisfaction of the City. Punch list items and drawings of record must be approved by the City prior to the Contractor submitting its final invoice for payment.

8.5 The Contractor shall submit an Affidavit and a final waiver of its lien, and all final waivers of liens of any sub-contractors, suppliers, and sub-sub-contractors, if applicable, with its final invoice, stating that all obligations incurred in performance of the professional services have been paid in full. The Affidavit will also include a statement stating that the professional services were performed in compliance with the terms of the Agreement. The Affidavit and all final lien waivers shall be on a form acceptable to the City.

8.6 All Project invoices shall be sent to:

City of Evanston, Department of Public Works
909 Davis Street
Evanston, Illinois 60201

with a copy to:

James Knuth
City of Evanston
555 Lincoln Street
Evanston, Illinois 60201

9 Notice and Cure/Termination

9.1 In furtherance of Contractor's Work on this Project, the City and the Contractor agree that the following Notice and Cure provision in this Section 9.1 shall apply during the duration of Contractor's work on this Project, in addition to the reserved rights of the City enumerated in this Agreement as follows:

- 5.1 Liquidated Damages;
- 8.3 City's right to withhold payment;
- 16.2 Contractor's duty to revise and correct errors; and
- 16.3 Contractor's duty to respond to City's notice of errors and omissions.

The City may notify Contractor of its intent to terminate this Agreement within (7) seven calendar days of issuance by the City of written notice to Contractor's Project Manager regarding defects in the Project or in Contractor's Work. The City shall specify any such nonconforming Work or defects in the Project in its notice to Contractor under this Section 9.1. Contractor will have the opportunity to cure the non-conforming Work within (7) seven calendar days after receipt of the written notice issued by the City. All such curative work done shall be performed and completed to the City's satisfaction. Nothing in this Section 9.1 shall otherwise affect the City's right to exercise its rights in Section 9.2.

9.2 The City shall have the right to terminate this Agreement upon fifteen (15) days written notice for any reason. Mailing of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of receipt.

Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required.

9.3 Within thirty (30) days of termination of this Agreement, the Contractor shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCAD Version 2007, ArcView, PDF, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Work herein. Upon receipt of said items, the Contractor shall be paid for labor and expenses incurred to the date of termination as provided in Section 8.2. This Agreement is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this

Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination. No lien shall be filed by the Contractor in the event of a termination of this Agreement by the City.

9.4 If, because of death or any other occurrence, including, but not limited to, Contractor becoming insolvent, it becomes impossible for any principal or principals of the Contractor to render the services set forth in this Agreement, neither the Contractor, nor its surviving principals shall be relieved of their obligations to complete the professional services. However, in the event of such an occurrence, the City at its own option may terminate this Agreement if it is not furnished evidence that competent professional services can still be furnished as scheduled.

9.5 In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right to terminate this Agreement without prior written notice.

10 Insurance

10.1 The Contractor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or sub-contractors. Contractor acknowledges and agrees that if it fails to comply with all requirements of this Section 10, the City may void the Agreement.

The Contractor must give to the City Certificates of Insurance identifying the City to be an Additional Insured for all Work done pursuant to this Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate(s) of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 10 shall have no force and effect.

After award of the Contract to Contractor (contracts over \$500,000 in value or if the project is deemed high risk) the Contractor **shall** give the City a certified copy (ies) of the insurance policy (ies) evidencing the amounts set forth in Section 10.2, and copies of the Additional Insured endorsement to such policy (ies) which name the City as an Additional Insured for all Work done pursuant to this Agreement before Contractor does any Work pursuant to this Agreement. Contractor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the City. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

The policies and the Additional Insured endorsement must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. The Contractor shall require and verify that all sub-contractors maintain insurance meeting all of the

requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.2 Contractor shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Contractor, and insuring Contractor against claims which may arise out of or result from Contractor's performance or failure to perform the Services hereunder:

- a) Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars (\$500,000);
- b) Comprehensive general liability coverage which designates the City as an additional insured for not less than three million dollars (\$3,000,000) combined single limit for bodily injury, death and property damage, per occurrence;
- c) Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars (\$1,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and

Contractor understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases the Contractor and its sub-contractors from the requirements set forth herein.

Contractor expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. Contractor expressly agrees that its insurance coverage is required to be primary by this Agreement, that its insurance coverage shall be on a primary and non-contributory basis, and that it and its insurance carrier are estopped from denying such coverage is primary. In the event Contractor fails to purchase or procure insurance as required above, the parties expressly agree that Contractor shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Contractor.

11 Indemnification

11.1 The Contractor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Contractor or Contractor's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any

insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

11.2 Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Contractor shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Contractor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

11.3 The Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-contractors' work. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

11.4 All provisions of this Section 11 shall survive completion, expiration, or termination of this Agreement.

12 Drawings and Documents

12.1 Any drawings, survey data, reports, studies, specifications, estimates, maps, plans, computations, and other documents required to be prepared by the Contractor for the Project shall be considered Works for Hire and the sole property of the City.

12.2 The Contractor and its sub-contractor shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the

Agreement shall be available for review and audit by the City and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the City and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this Subsection shall establish a presumption in favor of the City for recovery of any funds paid by the City under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

13 Successors and Assigns

13.1 The City and the Contractor each bind themselves and their partners, successors, executors, administrators, and assigns to the other party of the Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Contractor.

14 Force Majeure

14.1 Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation:

- a) Acts of nature;
- b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;
- c) Acts of war;
- d) Acts of civil or military authority;
- e) Embargoes;
- f) Work stoppages, strikes, lockouts, or labor disputes;
- g) Public disorders, civil violence, or disobedience;
- h) Riots, blockades, sabotage, insurrection, or rebellion;
- i) Epidemics or pandemics;
- j) Terrorist acts;
- k) Fires or explosions;
- l) Nuclear accidents;
- m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities;
- n) Major environmental disturbances; or
- o) Vandalism.

If a delay is caused by any of the *force majeure* circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of *force majeure* shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

15 Amendments and Modifications

15.1 Except as otherwise provided herein, the nature and scope of Work specified in this Agreement may only be modified by a written Change Order, or a written amendment to this Agreement, approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

16 Standard of Care & Warranty

16.1 The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the City. The City shall base its determination of the Contractor's fulfillment of the scope of the work in accordance with generally accepted professional standards applicable to the Work for this Project. The Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions.

16.2 The Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of the Contractor's professional services shall not relieve the Contractor of its responsibility to subsequently correct any such errors or omissions. If a Contractor has provided the City with specifications for this Project which are determined to be incorrect or which require revision during the solicitation process (including but not limited to Requests for Proposals, Requests for Qualifications, or bids), the Contractor shall make such corrections or revisions to the specifications at no cost to the City. Further, upon receipt of an invoice from the City, the Contractor shall promptly reimburse the City for the reasonable costs associated with the preparation and dissemination of said corrections or revisions to appropriate parties, including but not limited to preparation of the corrected or revised documents, and printing and distribution costs.

16.3 During the pendency of its Work on this Project, the Contractor shall respond to the City's notice of any errors or omissions within twenty-four (24) hours. The Contractor shall be required to promptly visit the Project site(s) if directed to by the City.

16.4 The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

16.5 Contractor guarantees and warrants to the City that:

- a) All materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted by the Contract Documents;
- b) The Work of this Agreement shall be free from defects which are not inherent in

- the quality required; and
- c) The Work shall comply with the requirements set forth in the Contract Documents.

This warranty and guarantee shall be for a period of one (1) year from the date of completion and Final Acceptance of the Work by the City, or as otherwise provided in the Contract Documents.

If, within the one year warranty period, after the Contractor has received a final payment under this Agreement, any of the Work is found to be not be in accordance with the requirements of this Agreement, or where defects in materials or workmanship may appear, or be in need of repair, the Contractor shall correct non-conforming and/or defective work or materials promptly after receipt of written notice from the City. Contractor shall immediately at its own expense repair, replace, restore, or rebuild any such Work. This remedy is in addition to any other legal or equitable remedies the City may have under this Agreement or the law.

This guarantee and warranty shall not relieve Contractor of liability for latent defects, and shall be in addition to the City's rights under the law or other guarantees or warranties, express or implied.

16.6 The provisions of this Section 16 shall survive the completion, expiration or termination of this Agreement.

17 Savings Clause

17.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

18 Non-Waiver of Rights

18.1 No failure or delay by the City to exercise any power given to it hereunder or to insist upon strict compliance by Contractor with its obligations hereunder, nor any payment made by the City under this Agreement, shall constitute a waiver of the City's right to demand strict compliance with the terms hereof, unless such waiver is in writing and signed by the City.

19 Entire Agreement

19.1 This Agreement sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

20 Governing Law

20.1 This Agreement shall be construed in accordance with and subject to the laws and rules of the City of Evanston and the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute related to this Agreement. The City does not waive tort immunity by entering into this Agreement.

21 Ownership of Contract Documents

21.1 Contractor is specifically prohibited from using in any form or medium, the name or logo of the City for public advertisement, unless expressly granted written permission by the City. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with this Project is not to be construed as publication in derogation of the City's reserved rights.

22 Notice

22.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this Subsection:

City of Evanston Project Manager, Bid 25-33
909 Davis Street
Evanston, Illinois 60201

if to the Contractor:

22.2 Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

23 Severability

23.1 Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

24 Execution of Agreement

24.1 This Agreement shall be signed last by the City Manager.

25 Counterparts

25.1 For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

26 Authorizations

26.1 The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its bylaws to execute this Agreement on its behalf. The City Manager affirms that he/she has been lawfully authorized to execute this Agreement. The Contractor and the City shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

27 Time of Essence

27.1 Time is of the essence with respect to each provision hereof in which time is a factor.

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SECTION 00 52 02
BID BOND SUBMITTAL LABEL

CUT AND ATTACH LABEL ON OUTSIDE OF SEALED BID/PROPOSAL SUBMITTAL

✂-----

SUBMITTAL NUMBER: _____

SUBMITTAL NAME: _____

SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____

If required by the bid documents, a scanned copy of the bid bond must be included with the bid electronic submission. The City is currently not able to accept a certified check, bank cashier's check or electronic bid bond at this time.

The original bid bond (in the amount of 5% of the original bid amount) must be mailed within ten (10) days after the bid due date, to the City of Evanston Purchasing Department, 2100 Ridge Avenue - Room 4200 Evanston, Illinois 60201 Attention Purchasing Manager using the USPS (certified or priority), UPS or FedEx mail options in order to have a tracking number; which sum shall be forfeited in case the successful bidder fails to enter into a binding contract and provide a properly executed contract and surety bond within 15 days after the date the contract is awarded by the City.

SECTION 00 66 50
CERTIFICATE OF COMPLIANCE
WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of Evanston, Cook, County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130 *et seq*, and as amended by Public Acts 86-799 and 86-693 and our current city ordinance, with rates to be paid in effect at time work is performed. Contractors shall submit monthly certified payroll records to the city.

Name of Contractor: _____

By: _____

By: State of _____ County of _____

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

Notary Public

Cook County Prevailing Wage Rates posted on 1/15/2025

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34	1.95	0.00	38.26
BRICK MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
CEMENT MASON	All	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00	0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	All	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	All	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION ELECTRICIAN	All	BLD		49.86	54.85	1.5	1.5	2.0	2.0	15.60	14.43	1.25	1.22	0.15	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		62.10	68.14	1.5	1.5	2.0	2.0	13.08	20.88	0.00	3.32	0.00	18.64	37.28
ELECTRIC PWR GRNDMAN	All	ALL		48.44	68.14	1.5	1.5	2.0	2.0	10.20	16.29	0.00	2.60	0.00	14.55	29.09
ELECTRIC PWR LINEMAN	All	ALL		62.10	68.14	1.5	1.5	2.0	2.0	13.08	20.88	0.00	3.32	0.00	18.64	37.28
ELECTRICIAN	All	ALL		55.55	61.11	1.5	1.5	2.0	2.0	19.06	20.61	1.50	1.78	0.40	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	All	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32	0.00	0.75		0.00	0.00
GLAZIER	All	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
LATHER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	All	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	All	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00

Cook County Prevailing Wage Rates posted on 1/15/2025

OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	1	69.35	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	2	67.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	3	63.35	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	4	58.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	5	70.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	6	58.85	69.35	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	59.68	1.5	1.5	1.5	2.0	15.76	16.19	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		50.00	53.00	1.5	1.5	2.0	2.0	17.81	21.22	0.00	1.15		0.00	0.00
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		53.05	57.29	1.5	1.5	2.0	2.0	14.88	28.65	0.00	1.15	0.00	0.00	0.00

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SIGN HANGER	All	BLD		36.72	39.66	1.5	1.5	2.0	2.0	7.45	4.70	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	All	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	43.45		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	43.70		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	43.90		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	44.10		1.5	1.5	2.0	2.0	13.15	16.09	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	43.43		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25		0.00	0.00
TRUCK DRIVER	W	ALL	2	43.58		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	43.78		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	43.98		1.5	1.5	2.0	2.0	11.70	16.11	0.00	0.25	0.00	0.00	0.00
TUCK POINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

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

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

Explanations COOK 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.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

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

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial,

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education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro

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Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER

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Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch

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trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

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.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

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SPECIFICATION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
CITY OF EVANSTON

City of Evanston M/W/D/EBE Policy

A City of Evanston goal is to provide contracting and sub-contracting opportunities to Minority Business Enterprises, Women Business Enterprises, Disadvantaged and Evanston Business Enterprises. The goal of the Minority, Women, Disadvantaged and Evanston Business Enterprise Program (M/W/D/EBE) is to assist such businesses with opportunities to grow. To assist such growth, the City's goal is to have general contractors utilize M/W/D/EBEs to perform no less than 25% of the awarded contract.

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/D/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/D/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/D/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/D/EBE who submitted a proposal but was not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/D/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Sub-contractor listed to meet the M/W/D/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/D/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> ([MWDEBE Monthly Utilization Report](#)).

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

_____ (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

_____ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

_____ Women’s Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

_____ Disadvantaged Business Enterprise (DBE), a firm that is at least 51% managed and controlled by a disadvantaged, certified by a certifying agency within Illinois.

_____ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a “commercially useful function”.

Total proposed price of response \$ _____

Amount to be performed by a M/W/D/EBE \$ _____

Percentage of work to be performed by a M/W/D/EBE _____ %

Information on the M/W/D/EBE Utilized:

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Type of work to be performed _____

Please attach:

1. Proper certification documentation if applying as a M/W/D/EBE and check the appropriate box below. This M/W/D/EBE will be applying with documentation from:

- Cook County State Certification
- Federal Certification Women’s Business Enterprise National Council
- City of Chicago Chicago Minority Supplier Development Council

2. Attach business license if applying as an EBE

M/W/D/EBE UTILIZATION SUMMARY REPORT

The following Schedule accurately reflects the value of each MBE/WBE/DBE/EBE sub-agreement, the amounts of money paid to each to date, and this Pay Request. The total proposed price of response submitted is _____.

MBE/WBE/DBE/EBE FIRM NAME	FIRM TYPE (MBE/WBE/ DBE/EBE)	SERVICES PERFORMED	AMOUNT OF SUB- CONTRACT	PERCENT OF TOTAL CONTRACT AMOUNT
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$	

M/W/D/EBE PARTICIPATION WAIVER REQUEST

I am _____ of _____, and I have authority to
(Title) (Name of Firm)

execute this certification on behalf of the firm. I _____ do
(Name)

hereby certify that this firm seeks to waive all or part of this M/W/D/EBE participation goal for the following reason(s):

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE ATTACHED.)

_____ 1. No M/W/D/EBEs responded to our invitation to bid.

_____ 2. An insufficient number of firms responded to our invitation to bid.

For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/D/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.

_____ 3. No sub-contracting opportunities exist.

Please attach a written explanation of why sub-contracting is not feasible. Please provide details supporting your request.

_____ 4. M/W/D/EBE participation is impracticable.

Please attach a written explanation of why M/W/D/EBE participation is impracticable. Please provide details supporting your request.

Therefore, we request to waive _____ of the 25% utilization goal for a revised goal of _____%.

Signature: _____
(Signature)

Date: _____

Construction Contractors' Assistance Organizations (“Assist Agencies”) Form

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
Association of Asian Construction Enterprises (AACE) 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847-5259693 Perry Nakachii, President			
Black Contractors United (BCU) 400 W. 76th Street Chicago, IL 60620 Phone: 773-483-4000; Fax: 773-483-4150 Email: bcunewera@ameritech.net			
Chicago Minority Business Development Council 105 West Adams Street Chicago, Illinois 60603 Phone: 312-755-8880; Fax: 312-755-8890 Email: info@chicagomsdc.org Shelia Hill, President			
Evanston Minority Business Consortium, Inc. P.O. Box 5683 Evanston, Illinois 60204 Phone: 847-492-0177 Email: embcinc@aol.com			
Federation of Women Contractors 5650 S. Archer Avenue Chicago, Illinois 60638 Phone: 312-360-1122; Fax: 312-360-0239 Email: FWCChicago@aol.com Contact Person: Beth Doria Maureen Jung, President			
Hispanic American Construction Industry (HACIA) 901 W. Jackson, Suite 205 Chicago, IL 60607 Phone: 312-666-5910; Fax: 312-666-5692 Email: info@haciaworks.org			
Women’s Business Development Ctr. 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477 X220; Fax: 312-853-0145 Email: wbdc@wbdc.org Carol Dougal, Director			

PLEASE NOTE: Use of Construction Contractor’s Assistance Organization (Assist Agencies”) Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

00 69 50
LOCAL EMPLOYMENT PROGRAM (LEP) COMPLIANCE
CITY OF EVANSTON
Effective Date January 1, 2015

City of Evanston Ordinance 60-O-14, Local Employment Program (LEP) New Penalties:

- **Ordinance 60-O-14**, Amendment to the MWDEBE/LEP revising the penalty section from a \$100/per day to a 1.0% of total project value penalty can be found at: [Ordinance 60-O-14 Amendment MWEDBE LEP](#) of the Evanston City Code Section 1-17-1 (C) can be found at [Municode Library](#). The following are excerpts from Ordinance 60-O-14, Amending City Code Section 1-17-1(C) (11): Penalty.

If the contractor or sub-contractor fails to comply: The City may impose a fine up to one percent (1.0%) of the approved project price in total. Contractors or sub-contractors that are out of compliance due to a resident termination or resignation shall immediately notify the Business Workforce Compliance Coordinator of this occurrence within two (2) business days. Subsequently, the contractor or sub-contractor shall have five (5) additional business days to replace a terminated or resigned worker with another resident.

If the contractor or sub-contractor fails to comply: If the contractor or sub-contractor fails to make the replacement or to notify the Business Workforce Compliance Coordinator of this occurrence, the offending party will also be subject to a penalty up to one percent (1.0%) of the approved project price. If the noncompliant contractor makes a good faith effort to replace the resident, the fine may be waived.

If the contractor or sub-contractor fails to comply: At the sole discretion of the City, a contractor or sub-contractor that has violated the terms of the Local Employment Program within a three-year period may be determined a non-responsible bidder and excluded from bidding on future projects for a period of not less than one year.

If the employee (LEP Evanston resident) fails to comply: At the sole discretion of the City, an employee that has been hired through the LEP may be removed from the program for a period of not less than one year for failing to adhere to program guidelines or due to termination by the contractor for cause. Such termination process will be reviewed by the Workforce Development Coordinator.

****Detailed Local Employment Program Instructions “How to Comply” can be found at: [Local Employment Program Detailed Instructions](#)**

Local Employment Program or Exhibit F Questions: City staff is available for assistance to help with compliance. Submit questions in writing to Jessica Cooper, the Workforce Development Coordinator at jcooper@cityofevanston.org or Tammi Nunez, Purchasing Manager at tnunez@cityofevanston.org.

LOCAL EMPLOYMENT PROGRAM COMPLIANCE
CITY CODE SECTION 1-17-1(C): LOCAL EMPLOYMENT PROGRAM

I have read and understood the requirements of the City of Evanston Local Employment Program ("LEP") as set forth in City of Evanston Code Section 1-17-1(C): Local Employment Program. I intend to comply with the program as follows:

Estimated total labor cost = \$ _____ 15% of total labor cost = \$ _____

- _____ My total bid, including all alternates, is under \$250,000, and the LEP does not apply.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and I already employ, and will continue to employ for the duration of the contract for which I am submitting this bid, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and I will employ, for the duration of the contract for which I am submitting this bid, through use of the City of Evanston database or otherwise, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and I have been unable to comply with the LEP requirements but am willing to work with the City to achieve compliance.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and after having made sincere attempt to comply as noted below, I seek a waiver on a portion or all of the LEP requirements on this contract. Complete next section "Reasons for Waiver Request" below.

I UNDERSTAND THAT FAILURE TO COMPLY WITH THE LEP, REGARDLESS OF INTENT, MAY RESULT IN MAXIMUM PENALTY AS SET FORTH IN CITY CODE SECTION 1-17-1(C)(11), AS AMENDED.

WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*

REASONS FOR WAIVER REQUEST: PLEASE CHECK ALL THAT APPLY AND COMPLETE INFORMATION REQUESTED:

1. I have made sincere attempt as otherwise indicated below, but have nonetheless been unable to comply.
 - a. I do or will employ Evanston residents for the project, but such employment amounts to ____% of total labor cost.
2. The nature of the job is so technical that after having made sincere attempt as otherwise indicated below, I have been unable to locate any Evanston residents qualified to perform any aspects of the work. Please describe applicable job requirements/qualifications. Attach separate sheet if necessary:

*THE FOLLOWING DEMONSTRATE **SINCERE ATTEMPT TO COMPLY**: PLEASE CHECK EACH BOX COMPLETED, AS APPLICABLE:

3. I have utilized the local resident database and otherwise worked with the City in attempt to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply;
4. I have placed one or more ads in a local newspaper seeking to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply; and
5. If I am utilizing union labor, I have contacted Chicagoland labor unions to request Evanston residents

SECTION 00 70 00
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC- C-700)

SEE NEXT PAGE

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES



ASCE American Society
of Civil Engineers

P/E National Society of
Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or

import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents

resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data;
- b. locating all Underground Facilities shown or indicated in the Contract Documents;
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or

destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit

Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify

any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of

payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and

procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and

- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:

- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether

- initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the

Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*

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1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for

reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault

or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor

proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific

notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors,

members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor,

any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design

professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and

promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure

of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change

Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:

- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned

on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as

a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract

Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

EJCDC C-700 Standard General Conditions of the Construction Contract
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1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

- c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14

days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms

of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of

termination of the mediation shall be determined by application of the mediation rules referenced above.

- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the

Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

PART I - AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC Document No. C-700, 2007 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01A.8

Delete "The advertisement or invitation to bid" and replace with "Notice to Bidders".

SC-1.01A.42

Delete paragraph 1.01A.42 of the General Conditions in its entirety and replace with the following:

42. Specifications – Sections included under Divisions 01 through 48 of the Project Manual.

SC-1.01A

Add the following paragraphs immediately after paragraph 1.01A.51 of the General Conditions which are to read as follows:

52. Conditions of the Contract – General Conditions and Supplementary Conditions.

53. General Conditions – The Standard General Conditions of the Construction Contract; EJCDC Document No. C-700; 2007 edition.

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.01B

Delete paragraph 2.01B of the General Conditions in its entirety and replace with the following:

B. Before any Work at the Site is started, CONTRACTOR shall deliver to OWNER, with copies to ENGINEER and each additional insured identified in Article 5 of the Supplementary Conditions, certificates of insurance (and other evidence of insurance which OWNER or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 5.

SC-2.02A

Delete "ten" in the first line and replace with "three."

SC-2.03A

Delete paragraph 2.03A of the General Conditions in its entirety and replace with the following:

A. The City issued Purchase Order serves as the City official Notice to Proceed. Upon approval of the required bonds and insurance documents, the City will issue a Purchase Order to the Contractor for the contract amount. All Applications for Payment must reference the Purchase Order number. Required bonds and insurance documents must be provided by the Contractor prior to issuance of Notice to Proceed.

SC-2.07 A3

Add a new paragraph immediately after paragraph 2.07 A3 of the General Conditions which is to read as follows:

2.08 Basis of Award

A. The City of Evanston reserves the right to award a contract to a responsive and responsible Bidder(s) who submits the lowest total bid, or to reject any or all bids and bidding, when in its opinion the best interest of the City will be served by such action.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01C

Add a new paragraph immediately after paragraph 3.01C of the General Conditions which is to read as follows:

D. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

SC-3.03B.1

Add the following new paragraph immediately after paragraph 3.03B.1 of the General Conditions which is to read as follows:

2. In resolving inconsistencies within the Contract Documents, precedence shall be given in the following descending order:

- a. Agreement
- b. Change Orders
- c. Addenda
- d. Supplementary Conditions
- e. Instructions to Bidders
- f. General Conditions
- g. Specifications
- h. Drawings (Figure dimensions on Drawings shall take precedence over scaled dimensions, and detailed drawings shall take precedence over general drawings.)

i. Notice to Bidders

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02A.1

Delete paragraph 4.02A of the General Conditions in its entirety.

SC-4.05A

Add the following new paragraph immediately after paragraph 4.05A of the General Conditions which is to read as follows:

B. ENGINEER may check the lines, elevations, reference marks, batter boards, etc., set by CONTRACTOR, and CONTRACTOR shall correct any errors disclosed by such check. Such a check shall not be considered as approval of CONTRACTOR's work and shall not relieve CONTRACTOR of the responsibility for accurate construction of the entire Work. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades.

ARTICLE 5 - BONDS AND INSURANCE

SC-5.01A

Add the following sentences to the end of 5.01A of the General Conditions which is to read as follows:

Performance bonds shall be furnished from insurance companies having not less than A+ Policyholders Rating from the most recent Alfred M. Best and Co., Inc. listing available. Certification of the insurance company's rating shall be provided prior to contract implementation and quarterly thereafter until contract completion. Should such rating fall below the required A+ level during performance of the contract, it will be the contractor's responsibility to notify the City and provide a new bond from an insurance company whose rating meets the City's requirements.

SC-5.03B

Add the following new paragraph immediately after paragraph 5.03E of the General Conditions which is to read as follows:

F. CONTRACTOR shall provide evidence of its insurance coverage on the ACORD certificate of insurance form and shall include the following statement in its entirety in the section of the form entitled "Description of Operations/Locations/Vehicles/Special Items".

The City of Evanston and SmithGroup, Inc., and their officers, directors, partners, employees and other consultants and SUBCONTRACTORS are named as additional insureds with respect to the insured's Commercial General Liability and Automobile Liability Insurance Policies. All insurers waive all rights of subrogation against the City of Evanston and SmithGroup, Inc., their officers, directors, partners, employees and other consultants and SUBCONTRACTORS. All insurance is primary for all claims covered thereby. Commercial General Liability Insurance includes contractual liability coverage.

SC-5.04A

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.04A.1 and 5.04A.2 Workers' Compensation

- | | |
|---------------------------|-------------|
| (1) Worker's Compensation | Statutory |
| (2) Employer's Liability | \$1,000,000 |

5.04A.3, 5.04A.4, and 5.04A.5 Commercial General Liability including Premise/Operations; Explosion, Collapse and Underground Property Damage; Products/Completed Operations, Broad Form Contractual, Independent CONTRACTORS; Broad Form Property Damage; and Personal Injury liabilities:

- | | | |
|----------------------|-------------|------------------|
| (1) Bodily Injury: | \$3,000,000 | Each Occurrence |
| | \$3,000,000 | Annual Aggregate |
| (2) Property Damage: | \$3,000,000 | Each Occurrence |
| | \$3,000,000 | Annual Aggregate |
| (3) Personal Injury: | \$3,000,000 | Annual Aggregate |

5.04A.6 Comprehensive Automobile Liability including all owned (private and others), hired and non-owned vehicles:

- | | | |
|---------------------|-------------|-----------------|
| (1) Bodily Injury | \$1,000,000 | Each Person |
| | \$1,000,000 | Each Accident |
| (2) Property Damage | \$1,000,000 | Each Occurrence |

SC-5.06A

Delete the first sentence of paragraph 5.06A of the General Conditions and replace with the following:

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site, written on the completed value form, in an amount equal to the total bid price for the completed construction.

SC-5.06B

Delete paragraph 5.06B of the General Conditions in its entirety.

SC-5.06C

Delete paragraph 5.06C of the General Conditions in its entirety and replace with the following:

C. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by the CONTRACTOR in accordance with paragraph 5.06A. (1) shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER, ENGINEER and each other loss payee by certified mail and (2) shall contain provisions to the effect that the insurer(s) waive all rights of subrogation against the OWNER, ENGINEER and their officers, directors, partners, employees and other consultants and SUBCONTRACTORS of each and any of them.

SC-5.06E

Delete paragraph 5.06E of the General Conditions in its entirety.

SC-5.07A

Delete paragraph 5.07A of the General Conditions in its entirety and replace with the following:

A. All insurance policies provided by the CONTRACTOR shall contain provisions to the effect that the insurer waives all rights of subrogation against any of the insured, loss payee, (and the officers, directors, members, partners, employees, agents, consultants and SUBCONTRACTORS of each and any of them) OWNER and the ENGINEER.

SC-5.08A

Delete paragraph 5.08A of the General Conditions in its entirety.

SC-5.08B

Delete paragraph 5.08B of the General Conditions in its entirety.

SC-5.09A

Delete paragraph 5.09A of the General Conditions in its entirety and replace with the following:

A. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with this Article 5 on the basis of its not complying with the Contract Documents, OWNER will notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.01. CONTRACTOR shall provide such additional information in respect of insurance provided by CONTRACTOR as OWNER may reasonably request.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC-6.02B

Add the following new paragraphs immediately after paragraph 6.02B of the General Conditions which are to read as follows:

C. Regular working hours are defined as 8 hours per day, Monday through Friday, excluding holidays, between the hours of 7:00 AM and 3:00 PM. Requests to work other than regular working hours shall be submitted to ENGINEER not less than 5 days prior to any proposed weekend work or scheduled extended work weeks. Occasional unscheduled overtime on weekdays may be permitted provided two hours' notice is given to ENGINEER.

D. CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours stipulated in Article SC-6.02C. At OWNER's option, overtime costs may either be deducted from the CONTRACTOR's monthly payment request or deducted from the CONTRACTOR's retention prior to release of final payment. Overtime costs for the OWNER's personnel shall be based on the individual's current overtime

wage rate. Overtime costs for personnel employed by the ENGINEER or OWNER's independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the OWNER.

E. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress. No CONTRACTOR or SUBCONTRACTOR contracting for any part of the Work shall require or permit any laborer or mechanic to be employed on the Work in excess of 40 hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times that person's basic rate of pay for all hours worked in excess of 40 hours in such work week. OWNER will not compensate the CONTRACTOR or SUBCONTRACTOR for the additional cost of labor over the basic rate of pay.

F. CONTRACTOR shall employ only competent persons to do the work and whenever OWNER shall notify CONTRACTOR, in writing, that any person on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of OWNER.

G. CONTRACTOR and SUBCONTRACTORS shall, insofar as practicable, give preference in the hiring of workers for the Project to qualified local residents with first preference being given to citizens of the United States who have served in the armed forces of the United States and have been honorably discharged therefrom or released from active duty therein.

H. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the governing body having jurisdiction.

I. CONTRACTOR and all SUBCONTRACTORS shall comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940 (40 U.S.C. 276c) and all amendments or modifications thereto. CONTRACTOR and all SUBCONTRACTORS shall furnish OWNER with weekly Statements of Compliance. In case of Subcontracts, CONTRACTOR shall cause appropriate provision to be inserted in all subcontracts for the Work which CONTRACTOR may let to ensure compliance with said Anti-Kickback Act by all SUBCONTRACTORS subject thereto, and CONTRACTOR shall be responsible for the submission of all Statements of Compliance required of SUBCONTRACTORS by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exemptions from the requirements thereof.

SC-6.05F

Add the following new paragraphs immediately after paragraph 6.05F of the General Conditions which are to read as follows:

G. In order for substitutions to be considered, the CONTRACTOR shall submit, within 30 days after issuance of Notice to Proceed, complete data as set forth herein to permit complete evaluation of all proposed substitutions. No substitution will be considered unless the CONTRACTOR provides the required data within the 30-day period.

SC-6.06A

Delete paragraphs 6.06A and 6.06B of the General Conditions in their entirety and replace with the following:

A. CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection. Acceptance of any SUBCONTRACTOR, other person or organization by OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, other person or organization against whom CONTRACTOR has reasonable objection.

B. Not Used.

SC-6.06E

Add the following new sentence at the end of paragraph 6.06E of the General Conditions to read as follows:

OWNER or ENGINEER may furnish to any such SUBCONTRACTOR, Supplier or other person or organization, to the extent practicable, information about amounts paid on their behalf to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment.

SC-6.07B

Delete paragraph 6.07B of the General Conditions in its entirety.

SC-6.08A

Delete the last sentence in paragraph 6.08A of the General Conditions in its entirety.

SC-6.10A

Add the following new sentence at the end of paragraph 6.10A of the General Conditions to read as follows:

The materials and supplies to be used in the Work of this Contract are exempt from the Sales and Use Tax of the State of Illinois. CONTRACTOR shall obtain the proper certificates, maintain the necessary records and otherwise comply with the requirements of State of Illinois

SC-6.16A

Delete the last sentence in paragraph 6.16A of the General Conditions in its entirety and replace with the following:

If ENGINEER determines that the incident giving rise to the emergency action was not the responsibility of the CONTRACTOR and that a change in the Contract Documents is required because of the action taken by the CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

SC-6.20A

Delete paragraph 6.20A of the General Conditions in its entirety and replace with the following:

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall defend, indemnify and hold harmless OWNER, ENGINEER and the officers, directors, members, partners, employees, agents, consultants and SUBCONTRACTORS of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of ENGINEERS, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost or loss or damage:

1. is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any SUBCONTRACTOR, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such indemnified party unless caused by the sole negligence of a party indemnified hereunder. If through the acts of neglect on the part of CONTRACTOR, any other CONTRACTOR or any SUBCONTRACTOR shall suffer loss or damage on the Work, 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 OWNER and/or ENGINEER, or the officers, directors, members, partners, employees, agents, consultants and SUBCONTRACTORS of each on account of any damage alleged to have been sustained, OWNER shall notify CONTRACTOR, who shall indemnify and save harmless OWNER, ENGINEER, and the officers, directors, members, partners, employees, agents, consultants and SUBCONTRACTORS of each against any such claims.

SC-6.21E

Delete paragraph 6.21E of the General Conditions in its entirety and replace with the following:

E. CONTRACTOR shall not be responsible for the adequacy of the performance criteria or design criteria contained in the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

SC-7.03C

Add a new paragraph immediately after paragraph 7.03C in the General Conditions which is to read as follows:

SC-7.04 Damage to other CONTRACTOR's Property

A. Should CONTRACTOR cause damage to the work or property of any separate CONTRACTOR at the Site, or should any claim arising out of CONTRACTOR's performance of the Work at the Site be made by any separate CONTRACTOR against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, the Construction Coordinator or any other person, CONTRACTOR shall promptly attempt

to settle with such other CONTRACTOR by agreement, or to otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, defend, indemnify and hold OWNER, ENGINEER, ENGINEER's Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of ENGINEERS, architects, attorneys and other professionals, and court and arbitration or mediation costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate CONTRACTOR against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate CONTRACTOR cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate CONTRACTOR at the Site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate CONTRACTOR and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants and Construction Coordinator for any delay, disruption, interference or hindrance caused by any separate CONTRACTOR. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant or Construction Coordinator for activities that are their respective responsibilities.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

SC-8.06

Delete paragraph 8.06 of the General Conditions in its entirety.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.01A.1

Delete the second sentence in paragraph 11.01A.1 of the General Conditions in its entirety and replace with the following:

Such employees shall include one foreman (unless agreed upon prior to beginning Work).

SC-11.02A

Delete paragraphs 11.02A through 11.02D of the General Conditions in their entirety.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01C.1

Delete paragraph 12.01C.1 of the General Conditions in its entirety.

SC-12.01C.2

In the second line of paragraph 12.01C.2.b, before the semicolon add the following words "based on SUBCONTRACTOR's Cost of the Work".

Delete "five percent" in paragraph 12.01C.2.b of the General Conditions and replace with "three percent."

Delete "15 percent" in the seventh line of paragraph 12.01.C.2.c of the General Conditions and replace with "10 percent" and delete the words "five percent" in the twelfth line and replace with "three percent."

SC-12.03 Delete paragraph 12.03.B of the General Conditions in its entirety and insert the following in its place:

- B. No claim for payment, compensation or adjustment of any kind (other than the extensions of time provided for herein) shall be made or asserted against the OWNER or ENGINEER by the CONTRACTOR for damages caused by hindrances or delays from any cause, whether such hindrances or delays be avoidable or unavoidable, and the CONTRACTOR shall make no claim for damages by reason of any such hindrances or delays, and will accept in full satisfaction of such hindrances or delays an extension of time to complete the performance of the Work as specified.

SC-12.04 THROUGH SC-12.06. ADD the following paragraphs:

12.04 The date of beginning and the time for completion of the Work are essential conditions of the Contract and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

12.05 The CONTRACTOR shall proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climate and economic conditions and other factors prevailing in the locality of the Work. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that once mobilized, the CONTRACTOR shall diligently proceed with the work in a manner that minimizes disruption to the OWNER's operations, ensuring that all activities are executed efficiently and with consideration for the OWNER's ongoing activities.

12.06 Should CONTRACTOR fail to perform the work within the periods of time stipulated in the Agreement, CONTRACTOR shall be liable for all additional costs for ENGINEER's services beyond substantial completion date and/or final completion date. OWNER will deduct these costs from any monies due or that may become due CONTRACTOR as surety and pay ENGINEER for said services.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.05A

Add the following new paragraph immediately after paragraph 13.05A of the General Conditions to read as follows:

B. If OWNER stops Work under paragraph 13.05A, CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract Price.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02A.3

Delete Paragraph 14.02A.3 of the General Conditions in its entirety and replace it with the following:

3. Progress payments will be made less a 10% retainage for each payment, which will be held until final acceptance of the work by the City.

Add a new paragraph immediately after paragraph 14.02A.3 of the General Conditions which is to read as follows:

4. CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored, has in fact been paid to the respective supplier(s) within 60 days of payment by OWNER. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

SC-14.02C.1

Delete paragraph 14.02C.1 of the General Conditions in its entirety and replace it with the following:

1. All payments will be made in accordance with Illinois Local Government Prompt Payment Act.

SC-14.03A

Add the following new paragraphs immediately after paragraph 14.03A of the General Conditions which are to read as follows:

B. No materials or supplies for the Work shall be purchased by CONTRACTOR or SUBCONTRACTOR subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims or encumbrances.

C. CONTRACTOR shall defend, indemnify and save OWNER and ENGINEER harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. CONTRACTOR shall at OWNER's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then OWNER may, after having served written notice on the said CONTRACTOR either pay unpaid bills, of which OWNER has written notice, direct, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to CONTRACTOR shall be resumed, in

accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon OWNER to either CONTRACTOR or CONTRACTOR's Surety. In paying any unpaid bills of the CONTRACTOR, OWNER shall be deemed the agent of CONTRACTOR and any payment so made by OWNER shall be considered as payment made under the Contract by OWNER to CONTRACTOR and OWNER shall not be liable to CONTRACTOR for any such payment made in good faith.

SC-14.07B.1

Delete paragraph 14.07B.1 of the General Conditions in its entirety and replace with the following:

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall in accordance with the applicable State or local General Law, pay CONTRACTOR the amount recommended by ENGINEER.

SC-14.08A

Delete "stipulated in the Agreement" in paragraph 14.08A of the General Conditions.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC-15.02A.4

Add the following new paragraph immediately after paragraph 15.02A.4 of the General Conditions which is to read as follows:

5. If CONTRACTOR abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of OWNER, or if the Contract or any claim thereunder shall be assigned by CONTRACTOR otherwise than as herein specified.

ARTICLE 16 - DISPUTE RESOLUTION

SC-16.01A

Delete the paragraph 16.01A of the General Conditions in its entirety and replace with the following:

A. Either OWNER or CONTRACTOR may request mediation of any Claim submitted to ENGINEER for a decision under paragraph 10.05 when such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of this Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract.

SC-16.01C.3

Add a new paragraph at the end of paragraph 16.01C.3 of the General Conditions which is to read as follows:

D. CONTRACTOR shall carry on the Work and maintain the progress schedule during the dispute resolution proceedings, unless otherwise agreed by CONTRACTOR and OWNER in writing.

ARTICLE 17 - MISCELLANEOUS

SC-17.06

Add the following new paragraphs immediately after paragraph 17.06 of the General Conditions:

17.07 Addresses

A. Both the address given in the Bid Form upon which this Agreement is founded, and CONTRACTOR's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to CONTRACTOR shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to CONTRACTOR shall be deemed sufficient service thereof upon CONTRACTOR; and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by CONTRACTOR, and delivered to OWNER and ENGINEER. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon CONTRACTOR personally.

17.08 Wage Rates

A. The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum wage rates established in compliance with laws shall be a part of these Contract Documents. Copies of the wage schedules are included in Section 00 66 50 of these Contract Documents. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the officials administering the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. CONTRACTOR shall notify OWNER of CONTRACTOR's intention to employ persons in trades or occupations not classified in sufficient time for OWNER to obtain approved rates for such trades or occupations. The CONTRACTOR is advised that the prevailing wages are subject to revision on a monthly basis and that the CONTRACTOR shall comply with the then current prevailing wages.

B. The schedules of wages referred to above are minimum rates only, and OWNER will not consider any claims for additional compensation made by CONTRACTOR because of payment by CONTRACTOR of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of these specified in the schedules shall be resolved by CONTRACTOR.

C. The said schedules of wages shall continue to be the minimum rates to be paid during the life of this Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the Work.

D. No overtime premiums will be paid by the OWNER.

SECTION 01 00 00

PROJECT REQUIREMENTS

PART 1 – GENERAL

1.1 GENERAL NOTE

- A. The following requirements are a component part of all contract divisions and form a part of each specification section in so far as they may be in any way applicable thereto.

1.2 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this section.

1.3 SCHEDULE OF DRAWINGS

- A. The following drawings form a component part of all contract documents for this project.

Title of the Drawings:

Sheet No.	Drawing Title
G001	COVER SHEET
G100	GENERAL NOTES
CD100	CONSTRUCTION ACCESS PLAN
CV100	EXISTING CONDITIONS PLAN
CE100	EROSION CONTROL PLAN
CE500	EROSION CONTROL DETAILS
CS100	SITE LAYOUT PLAN
CS300	REVETMENT SECTIONS & PROFILES 1
CS301	REVETMENT SECTIONS & PROFILES 2
CS500	DETAILS

1.4 PROJECT SUMMARY

- A. Work on this project includes furnishing all labor, equipment, and materials for the construction of a casing sleeve, reinforcing frame, and protective front-side collar for an existing RCP pipe outfall through the steel sheet pile (SSP) bulkhead retaining wall separating the Evanston Water Plant revetment from Lake Michigan. Scope also includes replacement of deteriorated revetment surface concrete with a specified armor stone section over the length of wall specified in the drawings. Work includes all disposal of existing deteriorated concrete over the work area.

1.5 SPECIAL PROCEDURES AND REQUIREMENTS

- A. Fire Protection
 - 1. Regulations: The Contractor shall comply with all federal, state and local fire regulations.
 - 2. Fires: The 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.

3. Smoking: Smoking shall be restricted to designated exterior locations. The Contractor shall furnish and post "NO SMOKING" signs at appropriate locations throughout the site where operations are conducted.
4. Flammables: Gasoline and other fuels shall be kept and handled from National Board of Fire underwriter's approved safety cans and shall be stored away from hazardous work areas.

B. Limit of Contractor's Operations

1. Work Areas: Work areas shall be confined to the limits of the construction site. The allotment of work areas within the site to Subcontractors shall be made by the Contractor. The general scheme of operations, work area assignments and use of the job site shall be subject to the Owner's approval.
2. Site Access: Uncontrolled or unrestricted site access will not be permitted for materials, debris or equipment. All access routes and methods shall be controlled by the Contractor so as to minimize the disruption of the Owner's operations and shall be subject to approval by the Owner. Walks, roads and other existing site features used in moving materials shall be properly protected to prevent damage thereto.

C. Hoists, Scaffolds and Ladders

1. Hoists: The Contractor shall furnish, erect, operate and maintain suitable hoisting equipment as may be necessary for constructing the work. Material hoists shall be constructed and maintained in accordance with all applicable federal, state and local laws, regulations and ordinances. Location of hoists shall be subject to approval by the Owner's representative.
2. Scaffolds and Ladders: The Contractor shall furnish, erect, maintain and move all scaffold and ladders required for his work. Scaffolds shall be constructed and maintained in accordance with all applicable federal, state and local laws, regulations and ordinances. Scaffolds and ladders shall be promptly removed after their purpose has been served.

D. Documentation of Existing Conditions

1. Before starting any work, the Contractor shall examine the site to be worked on and the grounds in the staging area and areas adjacent to the site that will be worked on for any existing damage. The Contractor should notify the City's representative of any damage found immediately. The City will photograph and note any existing damage that has been brought to his attention by the Contractor. After the Work has been completed the City will inspect the area used by the Contractor. If any damage is found that was not reported previously, this damage would be considered to have been done by the Contractor. The cost to repair said damage shall be solely borne by the Contractor.

1.6 TEMPORARY CONSTRUCTION FACILITIES

- A. The following temporary utilities and facilities on the construction site shall be provided by the party indicated below:

<u>ITEM</u>	<u>PROVIDER</u>
Telephone	General Contractor
Electricity	General Contractor
Water	City

Toilets	General Contractor
Parking spaces for Contractor vehicles	Within job site only, no street parking
Parking spaces for workmen	Within job site only, no street parking
Storage areas & facilities	Limited unsecured space within job site
Temporary heat	General Contractor
Job-site trailers & offices	General Contractor

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

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

END OF SECTION 01 00 00

SECTION 01 01 00

SUMMARY OF WORK

PART 1 – GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project Manual and accompanying drawings are intended to cover the work necessary to construct the various headings of work as described in detail herein.
- B. The work to be performed under this contract shall consist of the furnishing of all materials, equipment, supplies, labor and transportation, and performing all work as required to strictly conform to the provisions of the specifications, schedules and drawings, all of which are made a part herein, together with such detail drawings as may be furnished by the Owner from time to time during the prosecution of the work in amplification of said drawings and specifications.

1.2 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this section.

1.3 CONTRACT ORGANIZATION

- A. This Construction Project is organized under a single contract between the Owner and the Contractor. The Contractor is responsible for all plans and specification sections as presented in this project manual.

1.4 WORK SEQUENCE

- A. All work and sequence of operations shall be as scheduled in conjunction with all subcontractors, and the Owner in such a manner as not to hinder or delay any other contractors in the progress of their work, and to an end that will expedite the work to completion at the earliest possible date.
- B. Both Contractor and Subcontractor shall cooperate to execute their work as scheduled to minimize the delays to each other and to cause the least inconvenience to the Owner and the public.

1.5 CONTRACTORS' USE OF PREMISES

- A. The Contract shall limit his use of the premises for work and for storage to allow for:
 - 1. Work by other contractors
 - 2. Owner occupancy
 - 3. Public use
- B. Coordinate the use of the premises under direction of the Owner. Stage work so as to avoid disruption to Owner's operation.
- C. Assume full responsibility for the protection and safekeeping of products under this Contract, which are stored at the project site or on the Contractor's property.

- D. Move any stored products, under Contractor's control, which interfere with operation of the Owner or separate contractor.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.6 OWNER OCCUPANCY

- A. Owner will not occupy the area within the construction fencing during construction.
- B. The City and the public will maintain 24 hour access to all areas of the property outside of the construction fencing at all times.
- C. Contractor shall not utilize or prevent access to existing utility easement areas during the entire construction period.

1.7 LINES, LEVELS AND LAYOUT OF WORK

- A. The Contractor shall establish and guarantee all lines, levels, etc. called for on the drawings, including the lines, levels, etc. of all Subcontractors.

1.8 DESCRIPTION OF SITE

- A. The project site is the revetment along Lake Michigan at the Evanston Water Plant between Lincoln St and Milburn St.

1.9 WORK HOURS

- A. Work hours are 7:00 am to 7:00 pm, Monday through Friday. No work is allowed on Saturdays or Sundays. Access to the site will not be allowed outside of normal work hours.

1.10 CONTRACTOR'S DUTIES

- A. Except as specifically noted, provide and pay for:
 - 1. Labor, materials and equipment.
 - 2. Tools, construction equipment and machinery
 - 3. Water, heat, and utilities required for construction or the Contractor's operations.
 - 4. Other facilities and services necessary for proper execution and completion of work, including traffic control and temporary work.
- B. Promptly submit written notice to the Architect of any observed variance of the Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that the Drawings and Specifications comply with codes and regulations.
 - 1. Appropriate modifications to the Contract Documents will adjust the necessary changes.
 - 2. The Contractor shall assume responsibility for work known to be contrary to such requirements, and performed without such notice.

- C. Enforce strict discipline and good order among employees. Do not employ on work:
 - 1. Unfit persons
 - 2. Persons not skilled in assigned task

- D. Existing Conditions
 - 1. The Contractor shall be responsible for obtaining and verifying all dimensions. Any dimension give in the Drawings referring to existing construction were taken from the original construction documents and are provided for information only.
 - 2. Where conditions are uncovered that are not anticipated by the Drawings and Specifications, the Contractor shall notify the Engineer and Owner's Representative immediately, before any modification or other work is initiated.

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

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

END OF SECTION 01 01 00

SECTION 01 02 70

APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. Contractor shall comply with procedures described in this Section when applying for progress payments and final payment under the Contract.

1.2 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.
- B. Payments upon Substantial Completion and Completion of the Work are described in Section 01 70 00 – PROJECT CLOSEOUT.
- C. The Owner's approval of applications for progress payment and final payment may be contingent upon the Owner's approval of status of Project Record Documents as described in Section 01 72 00 – PROJECT RECORD DOCUMENTS of these Specifications.

1.3 QUALITY ASSURANCE

- A. Prior to start of construction, secure the Owner's approval of the schedule of values required to be submitted as specified below.
- B. During progress of the Work, modify the schedule of values as approved by the Owner to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.
- C. All requests for payment shall be based on the approved Schedule of Values for the project.
- D. All modifications to the contract shall be based on the approved Schedule of Values for the project.

1.4 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's construction schedule.
 - b. Application for Payment forms.
 - c. List of subcontractors.
 - d. Schedule of alternates.
 - e. List of products.
 - f. List of principal suppliers and fabricators.

B. Formal submittal

1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on AIA Document G702, "Application and Certification for Payment," plus continuation sheet(s) of AIA Document G703.
2. Sign and notarize the Application and Certificate for Payment.
3. Reference Purchase Order number on Application for Payment
4. Secure and file with submittal progress waivers for all materials incorporated into and labor and equipment employed on the work before payment requests are processed.
 - a. Initial payment will be processed without progress waivers. Subsequent requests will require progress waivers for previous payment.
5. Submit the original of the Application and Certificate for Payment and the continuation sheet or sheets to the Architect and Owner for approval.
6. The Architect and Owner will compare the formal submittal with the approved informal submittal and, when approved, will sign the Application and Certificate for Payment, will make and distribute required copies. The Owner will disburse directly to the Contractor the amount certified less 10% retainage.
7. Approved formal submittals must be received by the Owner in accordance with the Owner's payment schedule.
8. Certified payroll records must be submitted along with the formal submittal as described in the General Conditions.

PART 2 – PRODUCTS

(NOT APPLICABLE)

PART 3 – EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 02 70

SECTION 01 05 10

GRADES, LINES AND LEVELS

PART 1 – GENERAL

1.1 SUMMARY

- A. Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
 - 1. Establishing and maintaining grades, lines and levels;
 - 2. Structural design of shores, forms and similar items provided by the Contractor as part of the means and methods of establishing and maintaining grades lines and levels.

1.2 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.3 OWNER WILL FURNISH

- A. Available existing conditions information including 2022 LiDAR survey as part of the Construction Documents, providing the following approximate locations, dimensions and data:
 - 1. Grades, contours and lines of pavements and ground conditions.
 - 2. Above ground utility location

1.4 SUBMITTALS

- A. Submit a record of Work performed and record survey data as required under provisions of Section 01 30 00 – SUBMITTALS and Section 01 72 00 – PROJECT RECORD DOCUMENTS.
- B. Comply with pertinent provisions of Section 01 30 00 – SUBMITTALS.
- C. Upon written request of the Owner, submit:
 - 1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.
 - 2. Documentation verifying accuracy of field engineering work.
 - 3. Certification, signed by the contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance or nonconformance with requirements of the Contract Documents.

1.5 CONSTRUCTION SURVEYS

- A. The Contractor shall employ a land surveyor, registered in the state of Illinois and acceptable to the Owner for verification of existing conditions and for layout of its own work including all lines, elevations and measurements of all site improvements, utilities and other work executed by it under the Contract.

- B. The Contractor shall immediately upon entering the site for purpose of beginning work locate general reference points and take such action as is necessary to prevent their destruction. The Contractor must exercise proper precaution to verify figures on the drawings before laying out work and will be held responsible for any error resulting from its failure to exercise such precaution.
- C. The Contractor shall make provision to preserve property line stakes, benchmarks or datum points. If any are lost, displaced or disturbed through neglect of the Contractor, its agents, or employees, the Contractor shall pay the cost of restoration.

PART 2 – PRODUCTS

(NOT APPLICABLE)

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify layout information shown on the Drawings, in relation to the plans before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
- B. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
 - 1. Promptly replace lost or destroyed project control points. Base replacements on original survey control points.
 - 2. Establish and maintain a minimum of two permanent benchmarks on the site or reference to data established by survey control points.
 - 3. Record benchmark locations with horizontal and vertical data on Project Record Documents.
- C. The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site-work, investigate and verify the existence and location of underground utilities and other construction.
- D. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas and water service piping.

3.2 PERFORMANCE

- A. Working from lines and levels established by the plans, establish benchmarks and markers to set lines and levels as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
- B. Advise entities engaged in construction activities, of marked lines and levels provided for their use.
- C. As construction proceeds, check every major element for line, level and plumb.

- D. Maintain a surveyor's log of control and other survey work. Make this log available at the job site for reference.
- E. Record deviations from required lines and levels and advise the Owner when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
- F. On completion of any work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and site-work. Deliver this certified survey to the Owner in hardcopy and electronic format (AutoCAD).
- G. Locate and layout site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.
- H. Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.

END OF SECTION 01 05 10

SECTION 01 06 00

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. Contractors shall comply with all laws, rules and regulations governing the Work.
 - 1. When Contractor observes that Contract Documents are in variance with specified codes, notify the Owner in writing immediately. The Owner will issue all changes in accord with the General Conditions.
 - 2. When Contractor performs any Work knowing or having reason to know that the Work is contrary to such laws, rules and regulations and fails to so notify the Owner, the 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 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.3 DEFINITIONS AND ABBREVIATIONS

- A. Definitions
 - 1. "Codes" means rules, regulations or statutory requirements of government agencies.
 - 2. "Standards" means requirements set by authorities, custom or general consent and establish accepted criteria.
- B. Abbreviations
 - 1. ADA Americans with Disabilities Act
 - 2. AGCI Associated General Contractors in Illinois
 - 3. ANSI American National Standards Institute
 - 4. ASHRAE American Society of Heating, Refrigeration and Air Conditioning Engineers
 - 5. ASTM American Society of Testing and Materials
 - 7. COE City of Evanston
 - 8. CPSC Consumer Product Safety Commission (Federal)
 - 9. FM Factory Mutual Engineering Corp.

9.	IBC	International Building Code
10.	IDOL	Illinois Department of Labor
11.	IDOT	Illinois Department of Transportation
12.	IDPH	Illinois Department of Public Health
13.	IEPA	Illinois Environmental Protection Agency
14.	IECC	International Energy Conservation Code
14.	ISPE	Illinois Society of Professional Engineers
15.	NFPA	National Fire Protection Association
16.	SFM	Office of State Fire Marshall
17.	UL	Underwriters Laboratories, Inc.

1.4 QUALITY ASSURANCE

A. Contractor shall:

1. Ensure that copies of specified codes and standards are readily available to Contractor's personnel. Copies are available at 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.

1.5 REFERENCE SPECIFICATIONS

A. The Specifications referred to herein shall be interpreted to mean the following and shall include all addenda, changes to, etc. Reference to Engineer shall mean Owner.

1. "Standard Specifications" – The Illinois Department of Transportation's (IDOT's) "Standard Specifications for Road and Bridge Construction", latest edition.
2. "Supplemental Specifications" – IDOT's "Supplemental Specifications and Recurring Special Provisions", latest edition.
3. "Traffic Specifications" – IDOT's "Standard Specifications for Traffic Control Items", latest edition.
4. "Standard Sewer Specifications" – The "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition.

1.6 REGULATORY REQUIREMENTS

A. Source and requirements:

1. EBA: "Environmental Barriers Act" Illinois Accessibility Code
2. ADA: Americans with Disabilities Act
3. ISPC: Illinois State Plumbing Code, current edition
4. 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
 - f. Illinois Recommended Standards for Sewage Work
5. Illinois Purchasing Act, as amended (Illinois Compiled Statutes, 30 ILCS 505/1 et seq)
6. OSFM:
- a. Gasoline and Volatile Oils (Illinois Compiled Statutes, 430 ILCS 15/0.01 et seq)
 - b. Liquefied Petroleum Gases (Illinois Compiled Statutes, 430 ILCS 5/0.01 et seq)
 - c. Liquefied Petroleum Gas Containers (Illinois Compiled Statutes, 430 ILCS 10/0.01 et seq)
 - d. Boiler and Pressure Vessel Safety Act and Rules and Regulations (Illinois Compiled Statutes, 430 ILCS 75/1 et seq)
 - e. Illinois Rules and Regulations for Fire Prevention and Safety, as amended 24 December 1973.
7. CODES:
- a. City of Evanston "City Ordinances" and "Building Code", current editions.
 - b. Work not covered by above codes: Use NFPA National Fire Codes, current edition.
- B. The Owner may reference other codes or standards throughout the Project Manual when deemed appropriate for proper compliance with regulatory requirements.

PART 2 – PRODUCTS

(NOT APPLICABLE)

PART 3 – EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 06 00

SECTION 01 09 50

REFERENCE STANDARDS AND DEFINITIONS

PART 1 – GENERAL

1.1 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.2 DEFINITIONS

- A. General: basic contract definitions are included in the General Conditions.
- B. Indicated: the term “indicated” refers to graphic representations, notes or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as “shown,” “noted,” “scheduled” and “specified” are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: terms such as “directed,” “requested,” “authorized,” “selected,” “approved,” “required” and “permitted” mean “directed by the Owner,” “requested by the Owner” and similar phrases.
- D. Approve: the term “approved,” where used in conjunction with the Owner action on the Contractor’s submittals, applications and requests, is limited to the Owner’s duties and responsibilities as stated in the General Conditions.
- E. Regulation: the term “regulations” includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work.
- F. Furnish: the term “furnish” is used to mean “supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation and similar operations.”
- G. Install: the term “install” is used to describe operations at project site including the actual “unloading, unpacking, assembly, installation, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.”
- H. Provide: the term “provide” means “to furnish and install, complete and ready for the intended use.
- I. Installer: an “installer” is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect

as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.
- C. Conflicting Requirements: where compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the Owner for a decision before proceeding.
 - 1. Minimum Quality or Quantity Levels: the quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Owner for a decision before proceeding.
- D. Copies of Standards: each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity’s construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
 - 2. Although copies of standards needed for enforcement of requirements may be included as part of required submittals, the Owner reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- E. Abbreviations and Names: trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable to the context of the text provision. Refer to the “Encyclopedia of Associations,” published by Gale Research Co., available in most libraries. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change and are believed to be but are not assured to be accurate and up to date as of date of Contract Documents.

AA	Aluminum Assoc. 900 19 th St, NW, Suite 300 Washington, DC 20006 (202) 862-5100	AAMA	American Architectural Manufacturer’s Assoc. 1540 E. Dundee Rd, Suite 310 Palatine, IL 60067 (708) 202-1350	AAN	American Assoc. of Nurserymen 1250 Eye St, NW, Suite 500 Washington, DC 20005 (202) 789-2900
AASH TO	American Assoc. of State Highway and Transportation Officials	ACI	American Concrete Institute PO Box 19150 Detroit, MI 48219-	ACIL	American Council of Independent Laboratories 1725 K St, NW

	444 N. Capitol St, Suite 225 Washington, DC 20001 (202) 624-5800		0150 (313) 532-2600		Washington, DC 20006 (202) 887-5872
ACPA	American Concrete Pipe Assoc. 8320 Old Courthouse Rd. Vienna, VA 22180 (703) 821-1990	AGA	American Gas Assoc. 1515 Wilson Blvd. Arlington, VA 22209 (703) 841-8400	AHA	American Hardboard Assoc. 520 N. Hicks Rd. Palatine, IL 60067- 3609 (708) 934-8800
AI	Asphalt Institute Research Park Drive PO Box 14052 Lexington, KY 40512- 4052 (606) 288-4960	AIA	American Institute of Architects 1735 New York Ave, NW Washington, DC 20006 (202) 626-7300	A.I.A.	American Insurance Assoc. 1130Connecticut Ave, NW Washington, DC 20036 (202) 828-7100
AISC	American Institute of Steel Construction 1 E. Wacker Dr, Suite 3100 Chicago, Il 60601- 2001 (312) 670-2400	AISI	American Iron and Steel Institute 1101 17 th St. NW, Suite 1300 Washington, DC 20005-2701 (202) 452-7100	AITC	American Institute of Timber Construction 11818 SE Mill Plain Blvd, Ste.415 Vancouver, WA 98684-5092 (206) 254-9132
ALI	Associated Laboratories 641 S. Vermont St. Palatine, IL 60067 (708) 358-7400	ALSC	American Lumber Standards Committee PO Box 210 Germantown, MD 20874 (301) 972-1700	ANSI	American National Standards Institute 11 W. 42 nd Street New York, NY 10036 (212) 354-3300
AOSA	Assoc. of Official Seed Analysts C/o Jim Lair Illinois Dept. of Agriculture Seed Lab Box 19281 Springfield, IL 62794 (217) 782-7655	APA	American Plywood Assoc. PO Box 11700 Tacoma, WA 98411 (206) 565-6600	API	American Petroleum Institute 1220 L St, NW Washington, DC 20005 (202) 682-8000
ASC	Adhesive and Sealant Council 1627 K Street, NW, Suite 1000 Washington, DC 20006 (202) 452-1500	ASHR AE	American Society of Heating, Refrigerating and Air-conditioning Engineers, Inc. 1791 Tullie Circle, NE Atlanta GA 30329- 2305	ASME	American Society of Mechanical Engineers 345 East 47 th Street New York, NY 10017
ASPE	American Society of Plumbing Engineers 3617 Thousand Oaks Blvd, Suite 210 Westlake, CA 91362 (805) 495-7120	ASSE	American Society of Sanitary Engineers PO Box 40362 Bay Village, OH 44140	ASTM	American Society for Testing and Materials 1916 Race St Philadelphia, PA 19103 (215) 299-5400

REFERENCE STANDARDS
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			(216) 835-3040		
AWI	Architectural Woodwork Institute 2310 S. Walter Reed Dr. Arlington, VA 22206 (703) 671-9100	AWPA	American Wood Preservers Assoc. PO Box 286 Woodstock, MD 21163 (410) 465-3169	AWPB	American Wood Preservers Bureau PO Box 5283 Springfield, VA 22150 (703) 339-6660
AWS	American Welding Society PO Box 351040 550 LeJeune Road, NW Miami, FL 33135 (305) 443-9353	AWW A	American Water Works Assoc. 6666 W Quincy Ave Denver, CO 80235 (303) 794-7711	BANC	Brick Assoc. of North Carolina PO Box 13290 Greensboro, NC 27415 (919) 273-5566
BHMA	Builders Hardware Manufacturers Assoc. 355 Lexington Ave, 17 th Floor New York, NY 10017 (212) 661-4261	BIA	Brick Institute of America 11490 Commerce Park Dr. Suite 300 Reston, VA 22091 (703) 620-0010	CISPI	Cast Iron Soil Pipe Institute 5959 Shallowford Rd, Ste 419 Chattanooga, TN 37421 (615) 892-0137
CRSI	Concrete Reinforcing Steel Institute 933 Plumb Grove Rd. Schaumburg, IL 60195 (708) 517-1200	EJMA	Expansion Joint Manufacturers Assoc. 25 N. Broadway Tarrytown, NY 10591 (914) 332-0040	ETL	ETL Testing Laboratories Inc. PO Box 2040 Route 11, Industrial Park Cortland, NY 13045 (607) 753-6711
HMA	Hardwood Manufacturers Assoc. 2831 Airways Blvd., Ste 205, Bldg. B Memphis, TN 38132 (901) 346-2222	HPMA	Hardwood Plywood Manufacturers Assoc. 1825 Michael Farraday Dr PO Box 2789 Reston, VA 22090- 2789 (703) 435-2900	ICEA	Insulated Cable Engineers Assoc. Inc. PO Box 440 South Yarmouth, MA 02664 (617) 394-4424
IEEE	Institute of Electrical and Electronic Engineers 345 E. 47 th Street New York, NY 10017 (212) 705-7900	IESN A	Illuminating Engineering Society of North America 345 E 47 th Street New York, NY 10017 (212) 705-7926	ILI	Indiana Limestone Institute of America Stone City Bank Bldg, Ste 400 Bedford, IN 47421 (812) 275-4426
IMSA	International Municipal Signal Assoc. PO Box 539 1115 N. Main Street Newark, NY 14513 (315) 331-2182	IRI	Industrial Risk Insurers 85 Woodland St Hartford, CT 06102 (203) 520-7300	LPI	Lightning Protection Institute PO Box 1029 Woodstock, IL 60098 (815) 337-0277
MBMA	Metal Building Manufacturers Assoc. 1230 Keith Building	MCAA	Mechanical Contractors Assoc. of America	NAAM M	National Assoc. of Architectural Metal Manufacturers

REFERENCE STANDARDS
AND DEFINITIONS
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	Cleveland, OH 44115-2180		5410 Grosvenor Lane, Ste 120 Bethesda, MD 20814 (301) 897-0770		600 S. Federal St, Ste 400 Chicago, IL 60605 (312) 922-6222
NAPA	National Asphalt Pavement Assoc. Calvert Building, Suite 620 6811 Kenilworth Ave. Riverdale, MD 20737 (301) 779-4880	NAPF	National Assoc. of Plastic Fabricators (Now DLPA)	NBGQ A	National Building Granite Quarries Assoc. PO Box 482 Barre, VT 05641 (802) 476-3115
NBHA	National Builders hardware Assoc. (Now DHI)	NCMA	National Concrete Masonry Assoc. 2302 Horse Pen Rd PO Box 781 Herndon, VA 22070-3406 (703) 435-4900	NEC	National Electric Code (Now NfiPA)
NECA	National Electrical Contractors Assoc. 7315 Wisconsin Ave Bethesda, MD 20814 (301) 657-3110	NEMA	National Electrical Manufacturers Assoc. 2101 L St, NW, Ste 300 Washington, DC 20037 (202) 457-8400	NFiPA	National Fire Protection Assoc. 1 Batterymarch Park Quincy, MA 02269 (617) 770-3000
NFoP A	National Forest Products Assoc. 1250 Connecticut Ave, NW, Suite 200 Washington DC 20036 (202) 463-2700	NHLA	National Hardwood Lumber Assoc. PO Box 34518 Memphis, TN 38184 (901) 377-1818	NLGA	National Lumber Grades Authority 1055 W Hastings St. Ste 260 Vancouver, British Columbia Canada V6E 2H1 (604) 687-2171
NPA	National Particleboard Assoc. 18928 Premiere Court Gaithersburg, MD 20879-1569 (301) 670-0604	NPCA	National Paint and Coatings Assoc. 1500 Rhode Island Ave, NW Washington, DC 20005 (202) 462-6272	NSF	National Sanitation Foundation PO Box 1468 3475 Plymouth Rd Ann Arbor, MI 48106 (313) 769-8010
NWM A	National Woodwork Manufacturers Assoc. (Now NWWDA)	PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077- 4321 (847) 966-6200	PCI	Prestressed Concrete Institute 175 W Jackson Blvd Chicago, IL 60604- 9773 (312) 786-0300
PDI	Plumbing and Drainage Institute C/o Saul Baker 1106 W. 77 th Street, South Dr. Indianapolis, IN 4626	RIS	Redwood Inspection Service 405 Enfrente Dr, Suite 300 Novato, CA 94949 (415) 382-0662	RMA	Rubber Manufacturers Assoc. 1400 K St, NW Washington, DC 20005 (202) 682-4800

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AND DEFINITIONS
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	(317) 251-6970				
SHLM A	Southern Hardwood Lumber Manufacturers Assoc. (Now HMA)	SJI	Steel Joist Institute Suite A 1205 48 th Ave North Myrtle Beach, SC 29577	SPIB	Southern Pine Inspection Bureau 4709 Scenic Highway Pensacola, FL 32504 (904) 434-2611

SSPC	Steel Structures Painting Council 4400 Fifth Ave. Pittsburgh, PA 15213 (412) 268-3327	SSPM A	Sump and Sewage Pump Manufacturers Assoc. 560 W Washington St, Ste 301 Chicago IL, 60606 (312) 332-4146	TPI	Truss Plate Institute 583 D'Onofrio Drive Suite 200 Madison, WI 53719
UL	Underwriters Laboratories 333 Pflingsten Rd. Northbrook, IL 60062 (847) 272-8800	WCLI B	West Coast Lumber Inspection Bureau PO Box 23145 Portland, OR 97223 (503) 639-0651	WIC	Woodwork Institute of California PO Box 11428 Fresno, CA 93773 (209) 233-9035
WRI	Wire Reinforcement Institute 1101 Connecticut Ave, NW Washington, DC 20036-4303 (703) 790-9790	WWP A	Western Wood Products Assoc. 522 SW 5 th Ave, Yeon Bldg. Portland,OR 97204-2122 (503) 224-3930	W.W.P. A.	Woven Wire Products Assoc. 2515 N. Nordica Ave. Chicago, IL 60635 (312) 637-1359

F. Federal Government Agencies: names and titles of federal government standard or specification producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard or specification producing agencies of the federal government. Names and addresses are subject to change; they are believed to be but are not assured to be accurate and up to date as of the date of the Contract Documents.

CE	Corps of Engineers (US Dept of the Army) Chief of Engineers – Referral Washington, DC 20314 (202) 272-0660	CFR	Code of Federal Regulations Available from the Government Printing Office N. Capitol St between G and H St, NW Washington, DC 20402 (202) 783-3238 (Material is usually first published in the Federal Register)	CPSC	Consumer Product Safety Commission 5401 Westbard Ave, Room 700 Washington, DC 20816 (800) 638-2772
CS	Commercial Standard (US Dept of Commerce) Government Printing Office Washington, DC 20402 (202) 377-2000	DOC	Department of Commerce 14 th St and Constitution Ave, NW Washington, DC 20230 (202) 377-2000	DOT	Department of Transportation 400 7 th St, SW Washington, DC 20590 (202) 366-4000
EPA	Environmental Protection Agency	FAA	Federal Aviation Administration	FCC	Federal Communications

REFERENCE STANDARDS
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	401 M St, SW Washington, DC 20460 (202) 382-2090		(US Dept of Transportation) 800 Independence Ave, SW Washington, DC 20590 (202) 366-4000		Commission 1919 M St, NW Washington, DC 20554 (202) 632-7000
FHA	Federal Housing Administration (US Dept of Housing and Urban Development) Director Manufactured Housing and Construction Standards Division 451 7 th St, SW, Room 9158 Washington, DC 20201 (202) 755-5210	FS	Federal Specification (from GSA) Supt. Of Documents, Government Printing Office 7 th and D St, SW Washington, DC 20234 (202) 472-2205 or 472-2140	GSA	General Services Administration F St and 18 th St, NW Washington, DC 20405 (202) 472-1082
MIL	Military Standardization Documents (US Dept of Defense) Naval Publications and Forms Center 5801 Tabor Ave Philadelphia, PA 19120	NIST	National Institute of Standards and Technology (US Dept of Commerce) Gaithersburg, MD 20899 (301) 975-2000	OSHA	Occupational Safety and Health Administration (US Dept of Labor) Government Printing Office Washington, DC 20402 (202) 523-6091
PS	Product Standard of NBS National Institute of Standards and (DOC) Technology Standards Management Program A 625 Administration Gaithersburg, MD 20899 (202) 783-3238	USDA	US Dept of Agriculture Independence Ave btwn. 12 th and 14 th St, SW Washington, DC 20250 (202) 447-8732	USPS	US Postal Service 475 L'Enfant Plaza, SW Washington, DC 20260 (202) 268-2000

1.4 GOVERNING REGULATIONS/AUTHORITIES

- A. The Owner has contacted authorities having jurisdiction where necessary to obtain information necessary for preparation of Contract Documents; that information may or may not be of significance to the Contractor. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.
- B. Copies of Regulations: Obtain copies of the applicable regulations and retain at the Project site, available for reference by parties who have a reasonable need for such reference.

1.5 SUBMITTALS

- A. Permits, Licenses and Certificates: for the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional, settlements, notices, receipts for fee payments, judgements and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 – PRODUCTS

(NOT APPLICABLE)

PART 3 – EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 09 50

SECTION 01 10 50

EXISTING UTILITY PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

- A. Perform the work associated with existing utilities, including removal, relocation, interruption and protection, meeting requirements of this section.

1.2 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this section.

1.3 GENERAL

- A. Notification: before beginning any work, the Contractor shall notify all utility companies, public and private as applicable and any other party owning, operating or maintaining utility facilities on or in vicinity of project site in accordance with notification procedures of each utility company or any other party.
- B. Protection:
 - 1. Before beginning any work, the Contractor shall investigate and inform himself of locations and extent of all utilities on and in vicinity of project site which may be encountered in performing the work and shall take suitable care to protect and prevent damage and cessation of operation to such utilities from his operations.
 - 2. When performing adjacent to existing sewers, drains, water and gas lines; electric, telephone or telegraph conduit or cable; pole lines or poles, or other utility facilities, equipment or structures, which are to remain in operation, contractor shall maintain such utility facilities, equipment and structures in place and protect from damage and cessation of operation and shall cooperate with applicable utility company and any other party owning, operating or maintaining such utility facilities, equipment or structures.
 - 3. Methods of protection shall be subject to approval of utility company and any other party owning, operating or maintaining such utility, equipment or structure.
- C. Damages:
 - 1. Should existing utilities which are to remain in operation be damaged during construction operations, the Contractor shall immediately notify utility company, Owner and any other party owning, operating or maintaining such utility.
 - 2. The Contractor shall be responsible for and shall repair or replace at the Contractor's expense, as applicable, damages to any such utility facilities, equipment or structures caused by his acts, whether negligent or otherwise, or his omission to act, whether negligent or otherwise, and shall leave such utility facilities, equipment or structures in as good condition as existed prior to commencement of his operations as approved by utility company and any other party owning, operating or maintaining such utility. In addition, the Contractor shall be responsible for any damages or liability which the Owner may be held liable. Materials and methods of repair or replacement shall be subject to

approval of utility company and other party owning, operating or maintaining such utility.

3. However, any such utility equipment or structures damaged as a result of any act, or omission to act, of the Contractor, may, at option of applicable utility company and any other party owning, operating or maintaining such utility facilities, equipment or structures damaged, be repaired or replaced by such applicable utility company or other party. In such event cost of repairs or replacement shall be the responsibility of the Contractor at no addition to the Contract Sum.

1.4 PROCEDURES

A. Locations:

1. Request all utility companies and any other party owning, operating or maintaining utility facilities on or in vicinity of project site as applicable, to locate or stakeout locations, extent, alignment and elevation of such utility facilities.
2. Approximate locations and extent of known existing utility facilities, equipment and structures may be determined by examining documents of utility companies and any other party owning, operating or maintaining such utility facilities, and available information documents and Drawings for the work.
3. Should uncharted or incorrectly charted existing utility facilities, equipment and structures be encountered during performance of the Work, consult utility companies and other party owning, operating or maintaining such utility facilities for directions.
4. After such utilities have been uncovered and their actual locations and extent determined, the Owner will furnish additional Drawings, if relocation is required, subject to approval of utility companies and any other parties owning, operating or maintaining such utility facilities.
5. Submit record drawings showing locations and extent discrepancies of utilities those indicated in available reference documents or Drawings for the Work, regardless of cause of location or extent discrepancy, meeting, requirements of the general conditions.

B. Scheduling:

1. General: existing utilities shall not be disturbed until utility companies and any other party owning, operating or maintaining such utility facilities and users of such utilities have been notified in accordance with notification procedure of such utility companies or any other parties. Contractor shall conduct work so that utility may be removed, relocated or supported during construction operations and maintained in service until the work to be provided under Contract is completed.
2. Any existing utility should be relocated only as approved by utility companies and any other parties owning, operating or maintaining such utility facilities. Contractor shall cooperate with utility companies and any other parties in performance of this work.
3. Interruptions: when Contractor desires to take an existing utility service out of operation, notify Owner at least 72 hours in advance of such time and obtain written permission of utility company or other parties owning, operating or maintaining such utility facilities prior to interrupting service. Interruption of service shall be kept to an absolute minimum.
 - a. Utility company and any or other parties owning, operating or maintaining such utility facilities shall have right to require Contractor to perform work which requires such interruptions in stages and during non-standard

- working hours to reduce time of each interruption, at no addition to Contract Sum.
- b. When necessary, provide acceptable temporary utility services during such interruptions, before taking utility service out of operation, at no addition to Contract Sum.

PART 2 – PRODUCTS

(NOT APPLICABLE)

PART 3 – EXECUTION

3.1 PROTECTING INSTALLED AND EXISTING CONSTRUCTION

- A. Do not place any materials or equipment, other than that shown on the Contract Drawings to be installed in its permanent position, nor operate any construction equipment, on any existing or previously placed floors or roofs.
- B. Should the Contractor find it necessary to place any materials or equipment, other than that shown on the Contract Drawings to be installed in its permanent position, or operate any construction equipment on existing or previously placed floors or roofs, it must be at the Contractor's own risk.
- C. Floor loading capacities, where provided on the Contract Drawings, identify the maximum amount that can be loaded on the existing floor. Should loading exceed the identified loading during construction activities, design a shoring system for required loads subject to approval by the OWNER. Submit design calculations for shoring system signed and sealed by a Licensed Structural Engineer in the State of Illinois.
- D. Repair any damage to existing construction to the satisfaction of the OWNER at no additional cost.

(NOT APPLICABLE)

END OF SECTION 011050

SECTION 01 20 00
PROJECT MEETINGS

PART 1 – GENERAL

1.1 SUMMARY

- A. This section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Pre-construction Conference
 - 2. Pre-installation Conferences
 - 3. Coordination Meetings
 - 4. Progress Meetings
- B. Construction schedules are specified in Section 01 30 00 – SUBMITTALS.

1.2 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. The Owner shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conduct matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
 - 1. Tentative construction schedule
 - 2. Critical Work sequencing
 - 3. Designation of responsible personnel
 - 4. Procedures for processing field decisions and Change Orders
 - 5. Procedures for processing Applications for Payment
 - 6. Distribution of Contract Documents
 - 7. Submittal of Shop Drawings, Product Data and Samples
 - 8. Preparation of record documents
 - 9. Use of the premises
 - 10. Office, Work and storage areas
 - 11. Equipment deliveries and priorities
 - 12. Safety procedures
 - 13. First aid
 - 14. Security
 - 15. Housekeeping
 - 16. Construction activity policies and working hours

17. MBE/WBE/EBE and LEP requirements
18. Coordination with affected utilities and governing jurisdictions

1.4 PRE-INSTALLATION CONFERENCE

- A. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Owner of scheduled meeting dates.
- B. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 1. Contract Documents
 2. Options
 3. Related Change Orders
 4. Purchases
 5. Deliveries
 6. Shop Drawings, Product Data and quality control samples
 7. Possible conflicts
 8. Compatibility problems
 9. Time schedules
 10. Weather limitations
 11. Manufacturer's recommendations
 12. Compatibility of materials
 13. Acceptability of substrates
 14. Temporary facilities
 15. Space and access limitations
 16. Governing regulations
 17. Safety
 18. Inspection and testing requirements
 19. Required performance results
 20. Recording requirements
 21. Protection
- C. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner.
- D. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.5 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project site at regularly scheduled intervals. Notify the Owner of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment requests.
- B. Attendees: in addition to the Owner, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.

- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
- D. Contractor's Construction Schedule: review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time, ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Period.
- E. Review the present and future needs of each entity present, including such items as:
 - 1. Interface requirements
 - 2. Time
 - 3. Sequences
 - 4. Deliveries
 - 5. Off-site fabrication problems
 - 6. Access
 - 7. Site utilization
 - 8. Temporary facilities and services
 - 9. Hours of Work
 - 10. Hazards and risks
 - 11. Housekeeping
 - 12. Quality and Work standards
 - 13. Change Orders
 - 14. Documentation of information for payment requests.
- F. Reporting: no later than three (3) days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- G. Schedule Updating: revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

PART 2 – PRODUCTS

(NOT APPLICABLE)

PART 3 – EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 20 00

SECTION 01 21 00

ALLOWANCES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Other provisions concerning Allowances also may be stated in other Sections of these Specifications.

1.2 SUMMARY

A. General Allowance:

1. The General Allowance is general and is to be used to provide adequate budget and bonding to cover items not able to be precisely determined by the Owner prior to bidding including any unforeseen conditions that are discovered. Allow within the proposed Total Base Bid Amount the amounts described in this Section.

2. General Allowance work shall be pre-approved prior to the start of and during the Construction with Proposals documenting the work to be performed, with clearly stated not-to-exceed costs and step by step method of procedures for the proposed work stated. Proposals must be submitted and accepted by the Owner prior to starting any allowance work. After discovering an unforeseen condition, the contractor shall submit a Proposal that includes a report summarizing the found condition. The Consultant and Owner will view the unforeseen condition to determine if the work will be authorized. General Allowance work shall only be authorized by written Allowance Authorization. Under no circumstances shall the Contractor move forward with the work in question nor shall the contractor expend General Allowance without an approved Allowance Authorization.

B. Incentive Allowance

1. The Incentive Allowance is specific to completion of the work by the Early Completion Date, and shall be paid to the Contractor only upon completion of all work to the satisfaction of the Owner by the Early Completion Date. No partial payments shall be made for the Incentive Allowance.

1.3 ALLOWANCE RESPONSIBILITIES

A. Consultant Responsibilities:

- 1. Consult with Contractor in consideration and selection of products, suppliers and installers.
- 2. Select products or services in consultation with Owner.
- 3. Review method of procedure and costs documented on Proposals submitted by the Contractor and transmit Owner's decision to Contractor. Owner approved Allowance Authorizations are required prior to proceeding with Allowance Work.

4. Review, recommend and transmit Allowance Authorization to Owner for approval.
5. Transmit Owner's decision to the Contractor.

B. Contractor's Responsibilities:

1. Assist Consultant in selection of products, suppliers and installers.
2. Obtain proposals from suppliers and installers and offer recommendations and review of proposals submitted. Transmit to Consultant on Proposal forms, attaching all supporting documentation. Include any bond cost adjustments with the proposal. Include scheduling information and assessment of impact of other work.
3. On notification of selection by Consultant, execute purchase agreement with designated supplier and installer.
4. Arrange for and process shop drawings, product data and samples. Arrange for delivery.
5. Promptly inspect products upon delivery for completeness, damage and defects. Submit claims for transportation damage.
6. Document thoroughly all costs related to the work.
7. Provide the Consultant with fully documented Proposals detailing all allowance work to be performed.

1.4 ALLOWANCE DOCUMENTATION

A. All work covered by Allowances must be thoroughly documented as follows:

1. Upon encountering any field conditions which is not as shown in Construction Documents, the Contractor shall immediately notify the Consultant and develop a written Proposal detailing any additional work required. Proposals shall include a report summarizing the found condition to the Consultant. Contractor work initiated without submitting a completed Proposal and obtaining the Owner's written approval by Allowance Authorization is performed entirely at Contractor's own risk and cost, regardless of any prior verbal approval.
2. The Consultant shall review the Proposal and provide the Owner with a written recommendation regarding the proposed work.
3. The Owner shall review the Contractor's Proposal and the Consultant's recommendation and, if appropriate, provide written approval via Allowance Authorization for use of the Allowance.

1.5 SCHEDULE OF ALLOWANCES

Allowance Number 1, Additional Work General: \$25,000.00

Allowance Number 2, Incentive Allowance: \$50,000.00

1.6 ALLOWANCE EXCLUSIONS

A. General

1. Additional costs related to improper scheduling, sequencing or coordination will not be covered within the Allowance, as determined solely by the Owner.

B. Existing Facility Component Exclusions

1. All work required to protect existing facility surfaces and components is included in the Base Bid and will not be covered within the Allowance.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION 01 21 00

SECTION 01 27 00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

- A. Unit price is a price per unit of measurement for materials or services provided in the Contract. The unit prices shall be added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, bonding, overhead, and profit.
- B. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- C. List of Unit Prices: A list of unit prices is included at the end of this Section. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

Unit Price No. 1 – Excavation & Disposal

Description: furnishing labor, equipment, materials, transportation, incidentals, and performing all operations in connection with excavation and disposal of existing revetment concrete and subgrade down to the bottom of excavation as defined on the typical revetment detail 2/CS301.

Unit of Measurement: CUBIC YARDS

Unit Price No. 2 – New Underlayer Stone for Revetment Construction – Beyond Base Scope

Description: furnishing, labor, equipment, materials, transportation and delivery, incidentals, and performing all operations in connection with the procurement, delivery and installation of new underlayer stone for protective revetment, beyond the extents defined in the plans.

Unit of Measurement: TONS

Unit Price No. 3 – New Armor Stone for Revetment Construction – Beyond Base Scope

Description: furnishing, labor, equipment, materials, transportation and delivery, incidentals, and performing all operations in connection with the procurement, delivery and installation of new armor stone for the protective revetment, beyond the extents defined in the plans.

Unit of Measurement: TONS

Unit Price No. 4 – Low Density Cellular Concrete – Beyond Base Scope

Description: furnishing plant, labor, equipment, materials, transportation and delivery, incidentals, and performing all operations in connection with the procurement, delivery and installation of Low Density Cellular Concrete (LDCC) for the protective revetment, beyond the extents defined in the plans.

Unit of Measurement: CUBIC YARDS

Unit Price No. 5 – Tie Rod Repair

Description: furnishing, labor, equipment, materials, transportation and delivery, incidentals, and performing all operations in connection with the procurement, delivery and installation of new anchor rod sections as installed per the notes and direction on Detail 5/CS500

Unit of Measurement: EACH ROD

END OF SECTION 01 27 00

SECTION 01 30 00

SUBMITTALS

PART 1 – GENERAL

1.01 SUMMARY

- A. This section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
1. Contractor's construction schedule
 2. Submittal schedule
 3. Daily construction reports
 4. Shop Drawings
 5. Product Data
 6. Samples
- B. Administrative Submittals: refer to other Division 0 and 1 sections and other Contract Documents for requirements for administrative submittals. Such submittals include but are not limited to:
1. Permits
 2. Applications for payment
 3. Performance and payment bonds
 4. Insurance certificates
 5. List of subcontractors
- C. The Schedule of Values submittal is included in Section 01 02 70 – APPLICATION FOR PAYMENT.

1.02 RELATED WORK

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.03 SUBMITTAL PROCEDURES

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

3. Processing: allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Owner will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for re-processing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.

- B. Submittal Preparation: place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name
 - b. Date
 - c. Name and address of Owner
 - d. Name and address of Contractor
 - e. Name and address of subcontractor
 - f. Name and address of supplier
 - g. Name of manufacturer
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and detail reference, as appropriate

- C. Submittal Transmittal: package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
 1. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
 2. Transmittal Form: use AIA Document G 810.

1.04 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 30 days of the date established for "Commencement of the Work".
 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".

2. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 3. Prepare a schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
 5. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress report, payment requests and other schedules.
 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for Owner's procedures necessary for certification of Substantial Completion.
- B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.
- C. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Cost Correlation: At the head of the schedule, provide a two item cost correlation line, indicating "pre-calculated" and "actual" costs. On the line show dollar-volume of Work performed as of the dates used for preparation of payment requests.
1. Refer to Section 01 02 70 - APPLICATION FOR PAYMENT for cost reporting and payment procedures.
- F. Distribution: Following response to the initial submittal, print and distribute copies to the Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- G. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.05 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.

1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
2. Prepare the schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
 1. Scheduled date for the first submittal.
 2. Related Section number.
 3. Submittal category.
 4. Name of subcontractor.
 5. Description of the part of the Work covered.
 6. Scheduled date for resubmittal.
 7. Scheduled date of the Owner's final release or approval.
- B. Distribution: Following response to initial submittal, print and distribute copies to the Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office
 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.06 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Owner at weekly intervals:
 1. List of subcontractors at the site.
 2. Approximate count of personnel at the site.
 3. High and low temperatures, general weather conditions.
 4. Accidents and unusual events.
 5. Meetings and significant decisions.
 6. Stoppages, delays, shortages, losses.
 7. Meter readings and similar recordings.
 8. Emergency procedures.
 9. Orders and requests of governing authorities.
 10. Change Orders received, implemented.
 11. Services connected, disconnected.
 12. Equipment or system tests and start-ups.
 13. Partial Completions, occupancies.
 14. Substantial Completions authorized.

1.07 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

1. Dimensions.
 2. Identification of products and materials included.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet Size: Except for templates, patterns and similar full- size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
 7. Submit one correctable translucent reproducible print and three blue- or black-line print for the Owner's review; the reproducible print will be returned.
- C. One of the prints returned shall be marked-up and maintained as a "Record Document".
- D. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
- E. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
1. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.08 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
 4. Submittals: Submit 2 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Owner will retain one, and will return the other marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.09 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
 1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Owner's Sample. Include the following:
 - a. Generic description of the Sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 - c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed and returned with the Owner's mark indicating selection and other action.
 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
 5. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.

- a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
- C. Mock ups specified in individual Sections are special types of Samples. Mock ups are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
- D. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.10 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission.
- B. Verify:
- 1. Field dimensions
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
- C. Coordinate each submittal with requirements of Work and of Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Owner's review of submittals.
- E. Contractor's responsibility for deviations in submittals from Contract Document requirements is not relieved by Owner's review of submittals.
- F. Notify Owner in writing at time of submission, of deviations in submittals from contract requirements.
- G. Do not begin any work which requires submittals without having Owner's stamp and initials or signature indicating review.
- H. After Owner's review, make response required by Owner, stamp and distribute copies.

1.11 SUBMISSION REQUIREMENTS

- A. Make all submissions within 35 business days after date of Notice to Proceed.
- B. Submit number of copies of shop drawings, project data and samples which Contractor requires for distribution plus 3 copies which will be retained by the Owner.
- C. Submit number of samples specified in each of specification sections.
- D. Accompany submittals with transmittal letter, in duplicate, containing:
- 1. Date
 - 2. Project title and number

3. Contractor's name and address
4. The number of each shop drawing, product datum and sample 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. Contractor
 - b. Subcontractor
 - c. Supplier
 - d. Manufacturer
 - e. 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. Applicable standards, such as ASTM number or federal specification
9. Identification of deviation(s) from Contract Documents
10. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements, and compliance with Contract.

1.12 RESUBMISSION REQUIREMENTS

A. Shop drawings:

Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on drawings all changes which have been made other than those requested by Owner.

B. Product Data and Samples:

Submit new datum and samples as required for initial submittal.

C. Make all resubmittals within 10 business days after date on Owner's stamp.

1.13 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

A. Distribute copies of shop drawings and project datum which carry Owner's stamp:

1. Contractor's file
2. Job site file
3. Record documents file
4. Subcontractors
5. Supplier
6. Fabricator

B. Distribute samples as directed.

1.14 OWNER'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Owner will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.

- B. Action Stamp: The Owner will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - 1. Final Unrestricted Release: Where submittals are marked "Furnish as Submitted," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Final-But-Restricted Release: When submittals are marked "Furnish as Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - 3. Returned for Resubmittal: When submittal is marked "Revise and Resubmit", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - 4. Returned, Improper Submittal: When submittal is marked "Rejected" do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication delivery or other activity. The submittal does not conform with project requirements. Prepare a new submittal without delay.
 - 5. Do not permit submittals marked "Rejected, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 - 6. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

PART 2 – PRODUCTS

(NOT APPLICABLE)

PART 3 – EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 30 00

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Web-based Project management software package.
 - 6. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

1.2 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1.4 GENERAL COORDINATION PROCEDURES

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

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delegated design services.
5. Delivery and processing of submittals.
6. Progress meetings.
7. Preinstallation conferences.
8. Project closeout activities.
9. Startup and adjustment of systems.

1.5 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Engineer will return without response those RFIs submitted to Engineer by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Owner name.
3. Owner's Project number.
4. Date.
5. Name of Contractor.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven business days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following business day.

1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of Contractor's means and methods.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Incomplete RFIs or inaccurately prepared RFIs.
2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt by Engineer of additional information.

D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log biweekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Engineer.

4. RFI number, including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- E. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within 7 days if Contractor disagrees with response.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times a minimum of 10 business days prior to meeting.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Artificial intelligence (AI) generated meeting minutes or other transcriptions that record the entire meeting discussion are unacceptable and will not be reviewed by Engineer. The entity responsible for conducting the meeting shall review the minutes for accuracy and edit to summarize significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - l. Submittal procedures.
 - m. Sustainable design requirements.
 - n. Delegated design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises.
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for disruptions and shutdowns.
 - v. Construction waste management and recycling.
 - w. Parking availability.
 - x. Office, work, and storage areas.
 - y. Equipment deliveries and priorities.
 - z. First aid.
 - aa. Security.
 - bb. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

- C. Coordination Meetings: Conduct Project coordination meetings at biweekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of RFIs.
 - 14) Proposal Requests.
 - 15) Change Orders.
 - 16) Pending changes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013200 CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Construction schedule updating reports.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Site condition reports.
 - 7. Unusual event reports.
- B. Related Requirements:
 - 1. Section 014000 "Quality Requirements" for schedule of tests and inspections.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time .
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of labor and equipment necessary for completing an activity as scheduled.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file.
- B. Startup construction schedule.
 - 1. Submittal of cost-loaded startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
 - E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports to contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
 - 3. Total Float Report: List of activities sorted in ascending order of total float.
 - 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
 - F. Construction Schedule Updating Reports: Submit with Applications for Payment.
 - G. Daily Construction Reports: Submit at monthly intervals.
 - H. Material Location Reports: Submit at monthly intervals.
 - I. Site Condition Reports: Submit at time of discovery of differing conditions.
 - J. Unusual Event Reports: Submit at time of unusual event.
 - K. Qualification Data: For scheduling consultant.
- 1.4 QUALITY ASSURANCE
- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Engineer's request.
 - B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's Construction Schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including phasing work stages area separations interim milestones and partial Owner occupancy.
 - 4. Review delivery dates for Owner-furnished products.
 - 5. Review schedule for work of Owner's separate contracts.
 - 6. Review submittal requirements and procedures.
 - 7. Review time required for review of submittals and resubmittals.
 - 8. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 9. Review time required for Project closeout and Owner startup procedures.
 - 10. Review and finalize list of construction activities to be included in schedule.
 - 11. Review procedures for updating schedule.
- 1.5 COORDINATION
- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.
- 1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE
- A. Computer Scheduling Software: Prepare schedules using current version of a program that is capable of managing construction schedules.

- B. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting, using CPM scheduling.
1. In-House Option: Owner may waive requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 2. Meetings: Scheduling consultant to attend all meetings related to Project progress, alleged delays, and time impact.
- C. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
1. Contract completion date to not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- D. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Engineer.
 2. Temporary Facilities: Indicate start and completion dates for the following as applicable:
 - a. Securing of approvals and permits required for performance of the Work.
 - b. Temporary facilities.
 - c. Construction of mock-ups, prototypes and samples.
 - d. Owner interfaces and furnishing of items.
 - e. Interfaces with Separate Contracts.
 - f. Regulatory agency approvals.
 - g. Punch list.
 3. Procurement Activities: Include procurement process activities for the following long lead-time items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 4. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 5. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 6. Commissioning Time: Include no fewer than 15 days for commissioning.
 7. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
 8. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.
- E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 4. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Use-of-premises restrictions.
 - e. Provisions for future construction.
 - f. Seasonal variations.
 - g. Environmental control.
 6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

- a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Building flush-out.
 - m. Startup and placement into final use and operation.
 - n. Commissioning.
7. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- a. Structural completion.
 - b. Temporary enclosure and space conditioning.
 - c. Permanent space enclosure.
 - d. Completion of mechanical installation.
 - e. Completion of electrical installation.
 - f. Substantial Completion.
- F. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- G. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and the Contract Time.
- H. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Final Completion percentage for each activity.
- I. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- J. Distribution: Distribute copies of approved schedule to Engineer Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.7 STARTUP CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within seven days of date established for .
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.8 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.
 - 1. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.9 CPM SCHEDULE REQUIREMENTS

- A. Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for . Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule, so it can be accepted for use no later than 60 days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for performance of this Contract must not excuse Contractor from completing all work within applicable completion dates.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and inspection.
 - j. Commissioning.
 - k. Punch list and Final Completion.
 - l. Activities occurring following Final Completion.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates to be consistent with Contract milestone dates.

3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
 5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Engineer's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
 - a. Each activity cost to reflect an appropriate value subject to approval by Engineer.
 - b. Total cost assigned to activities to equal the total Contract Sum.
 - E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
 - F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
 1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Main events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the schedule of values).
 - G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.
 - H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.
- 1.10 REPORTS
- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.

4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Testing and inspection.
 8. Accidents.
 9. Meetings and significant decisions.
 10. Unusual events.
 11. Stoppages, delays, shortages, and losses.
 12. Meter readings and similar recordings.
 13. Emergency procedures.
 14. Orders and requests of authorities having jurisdiction.
 15. Change Orders received and implemented.
 16. Change Directives received and implemented.
 17. Services connected and disconnected.
 18. Equipment or system tests and startups.
 19. Partial completions and occupancies.
 20. Substantial Completions authorized.
- B. Material Location Reports: At intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List to be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
1. Material stored prior to previous report and remaining in storage.
 2. Material stored prior to previous report and since removed from storage and installed.
 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
1. Submit unusual event reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 35 53

SITE SECURITY

PART 1 GENERAL

1.1 SECURITY PROGRAM

- A. The CONTRACTOR shall:
1. Protect WORK, existing premises, and OWNER'S operations from theft, vandalism, and unauthorized entry following the Contractor s Site Security program.
 2. Maintain a secure work site perimeter that maintains the integrity of the Water Plant perimeter security.
 3. Monitor access of all Contractor personnel and visitors to the work site and account for all personnel and visitors at all times.
 4. Initiate program in coordination with OWNER'S existing security system at mobilization.
 5. Maintain program throughout construction period until OWNER'S occupancy.

1.2 IDENTIFICATION

- A. All of Contractor's employees, all tiers of subcontractor's staff, manufacturer's representatives, technicians, delivery drivers, and all other people associated with the Work that are to enter the Owner's property are required to possess and carry a valid and current Driver's License, Identification Card (issued by the Department of Motor Vehicles), or current driver's license from another State in the United States. This identification must include a photograph and signature of the holder and shall be presented to Owner staff upon request. Personnel without such identification will be denied access.
- B. All Contractor personnel that enter water plant property for work shall comply with the following items.
1. At least 3 days in advance of accessing water plant property, the Contractor shall submit to the Engineer for approval a list of all Contractors' staff, all tiers of subcontractor's staff, manufacturer's representatives, technicians, and all other personnel intended to work at the site. The list shall include the name, employer (Contractor and subcontractor), and work phone number of each. Upon approval by the Engineer, the Engineer will provide the Contractor with the City of Evanston hard- hat stickers for distribution.

2. The Water Plant will provide City of Evanston hard-hat stickers for use by Contractor's staff, all tiers of subcontractor's staff, manufacturer's representatives, technicians, and all other personnel employed at the site.
 3. Planned occasional site access The Contractor shall plan all occasional visits to the site. The Contractor shall notify the Engineer of the name and company of the temporary worker or visitor at least 24 hours in advance of each visit. After sign-in, the Engineer will issue a hard hat sticker to the temporary worker or visitor.
 4. Emergency (unplanned) occasional site access For emergency access as determined by Contractor and approved by the Engineer, the Contractor's designee shall verify the identity of the temporary worker or visitor to the Engineer. After sign- in, the Engineer will issue a hard hat sticker to the temporary worker or visitor.
 5. The Water Plant shall provide and issue City of Evanston hard hat stickers to all temporary workers and visitors as listed above on a daily basis. Returning personnel may retain possession of hard hat stickers. Contractor shall ensure that all Contractors' employees and all other workers display City of Evanston hard hat sticker in plain view at all times while on site. Any Contractor employee or worker who does not display a City of Evanston hard hat sticker while on site shall be required to leave the site or will be denied access until such time as they have an approved City of Evanston hard hat sticker.
 6. Contractor shall keep a written record of the name, employer and work telephone number of each person issued a City of Evanston hard hat sticker.
 7. All hard hat stickers shall be removed at the completion of the work.
- C. Contractor shall submit to the Engineer vehicle information (make, model, color, license plate identification) for all vehicles used by Contractor and subcontractor staff that will be parked at the project site. Vehicles not included on the list provided to the Engineer in advance of parking may be subject to towing at the vehicle-owner s expense.

1.3 ENTRY CONTROL

- A. The CONTRACTOR shall:
1. Restrict entry of persons and vehicles into Site and existing facilities.
 2. Allow entry only to authorized persons with proper identification.
 3. Maintain log of workmen and visitors and make log available to OWNER on request.
 4. Coordinate access of OWNER'S personnel to Site in coordination with OWNER'S security.

- B. The OWNER will control the entrance of persons and vehicles to those related to the OWNER'S operations.
- C. Contractor shall utilize, maintain, and secure the gate on the Lincoln Street curve and the associated Contractors Staging Area.. The contractor shall maintain a flagger to monitor the entrance at the construction gate to direct traffic and pedestrians whenever the construction gate is open. The construction gate is to be closed at all times when it is not in active use. Contractor shall close and lock gate at the end of all working days.
- D. Contractor's access to the work site:
 - 1. Contractor s access to the work site for personnel, materials, and equipment shall be through the double leaf gate on the north end of the Contractor s Staging Area, with passage to the primary work area along the designated Contractor Path.
 - 2. The gate between the Contractor s Staging Area and the Water Plant must remain locked at all times when it is not in active use.
 - 3. Access for each individual entering the water plant through the gate must be strictly monitored by the Contractor. Only personnel with City of Evanston hard hat stickers will be permitted to enter any work area or water plant property.
 - 4. All Contractor personnel must sign in and out of the water plant whenever passing through the gate. Sign-in must be legible and include first name, last name, employer name, time in, and time out.
 - 5. Any worker that enters the water plant without signing in, proper identification, and a City of Evanston hard hat sticker will be immediately removed from the premises and not allowed back on site.
 - 6. Access to the work site within the water plant gated perimeter is only allowed Monday through Friday, except for holidays, during normal working hours, unless otherwise authorized in advance by the owner.
 - 7. Access into the water plant through the main Water Plant Lincoln Street gate shall be prohibited to contractor vehicles unless other wise approved by the ENGINEER and OWNER in writing. Gate clearance is 12 -0 .
- E. The contractor shall maintain a flagger to monitor the gate to direct traffic and pedestrians whenever if prior approval has been granted to utilize the Lincoln Street Gate.

1.4 DELIVERIES TO THE WATER PLANT SITE

- A. United States Postal Service, Federal Express, UPS or similar mail and small parcel deliveries may be addressed to the Contractor or any subcontractor or supplier for drop off at the Construction Site or Construction Trailer. No items shall be delivered to the Water Treatment Plant.

- B. Deliveries of freight and bulk (larger packages, crates, equipment, or materials) are not permitted to enter the water plant grounds through the water plant gate. All deliveries shall be made at the Contractor s gate.
 - C. No deliveries will be accepted by water plant staff.
- 1.5 PRODUCTIVITY LOST FOR NON-COMPLIANCE WITH SECURITY MEASURES
- A. Costs incurred by the Contractor due to non-compliance with security measures (e.g., deliveries to the water plant, refusal of package deliveries, etc.) shall not be cause for additional Contract Time or additional compensation for the Contractor.
 - B. The Contractor shall anticipate additional time and costs for employee arrivals, deliveries, and departures to and from the site.
 - C. Failure to comply with these security measures may lead to stop of work with no additional Contract Time or additional compensation granted to the Contractor.
- 1.6 RESTRICTIONS
- A. The CONTRACTOR shall not allow cameras on water plant property outside of the Contractor s primary work areaperimeter or photographs taken except by written approval of OWNER.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 35 62

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Erosion and Sedimentation Control Program for the Project.

1.2 SUBMITTALS

- A. Erosion and Sediment Control Plan

1. Submit erosion and sediment control drawings specific to the site within ten (10) days of Notice To Proceed (NTP). Show locations, types and details of erosion and sediment control features and construction.
2. Show the schedule of implementation coordinated with the construction schedule.
3. Include a narrative describing the program and maintenance.

- B. Product Data

1. Silt Fence Geotextile Filter Fabric
2. Filter Baskets
3. Turbidity Curtain

- C. Documentation Log

1. Provide weekly inspection logs of inspection and maintenance of all erosion control procedures.
 - a. Include additional inspections for rainfalls over ½".
2. Provide photographs during construction illustrating implementation of erosion control measures and on-going repairs/maintenance to these measures. At minimum photographs should be documented for:
 - a. Before Construction
 - b. During Construction
 - c. After Construction

1.3 QUALITY ASSURANCE

- A. Requirements: Create and implement an Erosion and Sedimentation Control plan, specific to the site, which conforms to the erosion and sedimentation requirements of the 2003 United States Environmental Protection Agency (EPA) Construction General Permit, OR local erosion and sedimentation control standards and codes, whichever is more stringent. The Construction General Permit outlines the provisions necessary to comply with Phase I and Phase II Of the National Pollution Discharge Elimination (NPDES) program.
- B. Objectives:

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1. Prevent loss of soil during construction by storm water runoff and/or wind erosion, including protecting stock pits for reuse.
2. Prevent sedimentation of storm sewer or receiving streams.
3. Prevent polluting the air with dust and particulate matter.

PART 2 - PRODUCTS

2.1 Silt Fence:

- A. Geotextile Filter Fabric: A nonwoven fabric consisting of previous sheets of propylene, nylon, polyester, or ethylene yarn. Certify material by manufacturer to meet the following requirements. Pre-assembled silt fencing may be substituted if it meets the above requirements.

<u>Property</u>	<u>Test Method</u>	<u>Requirements</u>
Minimum Tensile Strength	ASTM D4632	90 lb
Maximum Elongation at 45 lb	ASTM D4632	50% Max
Apparent Opening Size	ASTM D4751	AOS<60 mm
Minimum Permittivity	ASTM D4491	1x10 ⁻² SEC ⁻¹
Ultraviolet Exposure Strength Retention	ASTM D4355	70% @ 500h

- B. Posts: Wood or steel and a minimum 5 ft long. Wood posts shall be at least 4 in. dia. Or nominal 2 x 2 in. Steel posts shall be round, or “U”, “T”, or “C” shaped with a minimum weight of 1.33 lb/ft and projections for fastening wire to fence. Wire Staples: 9 gage and minimum 1 in. long.

2.2 INLET FILTER

A. FILTER BASKETS

1. CATCH –ALL (or equal)
 As manufactured by:
 METRO DETROIT
 Price and Company, Inc.
 29165 Wall Street
 Wixom, MI 48393-3525
 Toll Free: 866.960.4300
 Local T: 248.596.4300
 F: 248.596.4301
 E: geopro@priceandcompany.com

2.3 CONSTRUCTION ENTRANCE

- A. Aggregate size: CA-1 or CA-4

- B. Geotextile fabric: shall meet the requirements of specification 592 Geotextile table 1 or 2, class I, II or IV of the Illinois Urban Manual.

PART 3 - EXECUTION

3.1 GENERAL

- A. Do not start operations until the erosion and sediment control plan has been submitted and features and in place.
- B. Comply with "Quality Assurance" provisions of these specifications and the erosion and sediment control plan.
- C. Schedule the Work in start to finish phases to minimize exposing the site to erosion.
- D. Install erosion and sediment control features before site disturbance begins and immediately after new inlets are installed.
- E. Do not allow storm water to flow into excavations and disturbed areas.
- F. Do not discharge water into sanitary sewers, watercourses or offsite.
- G. Do not discharge water-containing sediment in accordance with "Quality Assurance" requirements and as presented in the erosion and sediment control plan submittal or a maximum retained as 30 milligrams of sediment per liter of water. Conduct continuous monitoring of sediment.
- H. Maintain sediment control features. Inspect weekly and after every rain. Repair damaged bales, end runs and undercutting beneath bales. Repair breaks in diversion dams and damage down streams of the break. Replace damaged and deteriorated filter fabric and fences. Remove sediment which deposits fill 1/3 of the fabric surface area.
- I. Do not allow sediment to flow into vegetated areas.
- J. Retain all sediment on the site. Provide temporary stone roadways at exits from the site to ensure mud run-off of tires before exiting.
- K. Utilize the sizes of equipment appropriate to the task to minimize exhaust, noise and vibration.
- L. Mist or provide other means to keep dust from being scattered to the air.
- M. All sediment that gets onto public right-of-way must be removed immediately.
- N. During dewatering operations, water will be pumped into sediment basins or silt traps. Dewatering directly to field tiles or storm sewer is prohibited.
- O. Stockpile must be kept covered and watered for dust control.

INSTALLATION/APPLICATION/ERECTION

- P. General: Control surface water runoff on-site and provide temporary soil stabilization measures as required to prevent erosion of soil by action of water. Protect storm sewers adjacent to work site from sedimentation by installation of erosion and sediment control measures. Provide, as a first step in construction operations, barriers, and other measures intended to deter erosion and

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transport of sediment associated with construction activities before construction starts or as it progresses.

- Q. Silt Fences: Space posts 6 ft maximum for non-reinforced or 10 ft maximum for reinforced and securely install with at least 2 feet of post in the ground. Excavate trench approximately 4 in. wide and 4 in. deep along line of posts and upslope side of posts using wire staples, tie wires, or hog rings. Extend wire and fence into trench a minimum of 4 in. Attach geo-textile filter fabric directly to posts and wire reinforcement fence as required by wire, staples, or other means. Install filter fabric in a manner such that fabric height above grade is 2 to 3 ft. Do not staple fabric to trees. Do not use fabric with defects or other damage. For manholes, the filter fabric can be placed around the lid and secured by the lid weight.
- R. Construction Entrance: Construct with minimum dimensions of 14' wide, 70' length and 6" thickness of CA-1 or CA-4. Filter fabric shall be used under the aggregate to minimize the migration of stone into the underlying soil by heavy vehicle loads. See plans for location.

END OF SECTION

SECTION 01 40 00

QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.3 RESPONSIBILITIES

- A. The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.
 - 1. The Owner will select and the Contractor shall employ and pay an independent agency, to perform specified quality control services.
 - a. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the

Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.

2. Re-testing: The Contractor is responsible for re-testing where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - a. Cost of re-testing construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
 3. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
 - a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - e. Security and protection of samples and test equipment at the Project site.
- B. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Owner and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 3. The agency shall not perform any duties of the Contractor.
- C. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

1.4 SUBMITTALS

- A. The independent testing agency shall submit a certified written report of each inspection, test or similar service, to the Owner, in duplicate, and a copy to the Contractor.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.

2. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretations of test results.
 - j. Ambient conditions at the time of sample-taking and testing.
 - k. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendations on re-testing.

1.5 QUALITY ASSURANCE

- A. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State of Illinois.
- B. Meet basic requirements of ASTM E329 Standard of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel Used in Construction."
- C. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection; with memorandum of remedies of all deficiencies reported by inspection.
- D. Testing Equipment:
 1. Calibrated at maximum 12-month intervals by devices of accuracy traceable to either:
 - a. National Bureau of Standards
 - b. Accepted values of natural physical constants.
 2. Submit copy of certificate of calibration, made by accredited calibration agency.

1.6 LABORATORY DUTIES: LIMITS OF AUTHORITY

- A. Cooperate with Owner and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and construction methods.
 1. Comply with specified Standards: ASTM, other recognized authorities, and as specified.

2. Ascertain compliance with Contract requirements.
- C. Promptly notify Owner and Contractor of irregularities or deficiencies of work which are observed during performance of services.
- D. Promptly submit 5 copies of reports of inspections and tests to Owner including:
 1. Date issued
 2. Project title and number
 3. Testing Laboratory name and address
 4. Name and signature of Inspector
 5. Date of inspection and sampling
 6. Record of temperature and weather
 7. Date of test
 8. Identification of product and Specification Section
 9. Location in project
 10. Type of inspection or test
 11. Observations regarding compliance with Contract Documents
- E. Perform additional services as required by Owner.
- F. Laboratory is not authorized to:
 1. Release, revoke, alter or enlarge on, Contract requirements.
 2. Approve or accept any portion of work.
 3. Perform any duties of the Contractor.

1.7 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with Laboratory personnel, provide access to work, to manufacturer's operations.
- B. Provide Laboratory, preliminary representative samples of materials for testing, in required quantities.
- C. Furnish copies of mill test reports.
- D. Furnish casual labor and facilities:
 1. To provide access to work to be tested.
 2. To obtain and handle samples at site.
 3. To facilitate inspections and tests.
 4. For Laboratory's exclusive use for storage and curing of test samples.
- E. Notify Laboratory sufficiently in advance of operations to allow for personnel assignment of test scheduling.
- F. Employ, and pay for, services of a separate, equally qualified, Independent Testing Laboratory to perform additional inspections, sampling and testing required.
 1. For Contractor's convenience.
 2. When initial tests indicate work does not comply with Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

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

END OF SECTION 01 40 00

SECTION 01 50 00
TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This section specifies administrative and procedural requirements for temporary services and facilities, including utilities, construction and support facilities, and security and protection.
 - 1. Contractor shall be solely responsible for adequacy of temporary facilities, including design and engineering thereof.
- B. Construction and support facilities required include but are not limited to:
 - 1. Temporary roadway paving and/or steel plates.
 - 2. Field offices and/or storage sheds.
 - 3. Sanitary facilities, including toilets and drinking water.
 - 4. Dewatering facilities and drains.
 - 5. Temporary enclosures.
 - 6. Waste disposal services.
 - 7. Rodent and pest control.
 - 8. Construction aids and miscellaneous general services and facilities.
- C. Security and protection facilities and services required include but are not limited to:
 - 1. Barricades, warning signs and lights.
 - 2. Enclosure fences.
 - 3. Environmental protection.

1.2 RELATED WORK

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.3 QUALITY ASSURANCE

- A. Regulations: comply with local codes and ordinances of governing authorities having jurisdiction.
- B. Standards: contractor determines and complies with applicable standards for temporary and construction facilities.
- C. Inspections: arrange for authorities having jurisdiction to inspect and test each utility before use. Obtain required certification and permits.

1.4 PROJECT CONDITIONS

- A. Conditions of use: keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Do not overload temporary services or facilities, or permit them to interfere with construction progress. Do not allow hazardous, dangerous or unsanitary conditions or public nuisances to develop or persist on the site.

- B. Easements: obtain necessary easements for temporary facilities when required.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. General: provide new materials and equipment or undamaged previously used materials and equipment in serviceable condition. Provide materials and equipment suitable for the use intended.
- B. Water: provide potable water approved by local health authorities.
- C. First aid supplies: comply with governing regulations.
- D. Fire extinguishers: provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
 - 1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.
- E. Work zone traffic control: comply with IDOT 701 and 702.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Locate facilities where they will best serve the Project and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY INSTALLATION

- A. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

3.3 TEMPORARY CONSTRUCTION AND SUPPORT FACILITY INSTALLATION

- A. Storage and fabrication sheds (optional): install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces on the site.
- B. Sanitary facilities: comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
 - 1. Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

2. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
- C. Temporary enclosures: provide temporary enclosure for protection of construction in progress and completed from exposure, foul weather, other construction operations and similar activities.
1. Where heat is needed, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.
- D. Temporary signs: prepare and install signs to inform the public and persons seeking entrance to the Project. Support on the posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.
- E. Collection of disposal of waste: collect waste from project site daily. Comply with requirements of NFPA 241 for removal of combustible waste materials and debris. Enforce requirements strictly. Do not hold materials more than seven days during normal weather and three days when the temperature is expected to rise above 80 degrees Fahrenheit. Handle hazardous, dangerous or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.
- 3.4 SHORING, BRACING AND UNDERPINNING (as required)
- A. Provide shoring and bracing necessary to protect existing buildings, streets, walkways, utilities and other improvements and excavation against loss of ground or caving embankments. Maintain shoring and bracing. Remove temporary shoring and bracing when no longer required.
- B. Whenever shoring is required, locate the system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system, adequately anchored and braced to resist earth and hydrostatic pressures.
- C. Shoring systems retaining earth on which the support or stability of existing structure is dependent must be left in place at completion of work.
- D. Maintain bracing until structural elements are rebraced by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.
- E. Remove sheeting, shoring and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities and utilities.
- F. Repair or replace as acceptable by Owner, adjacent work damaged or displaced through the installation or removal of shoring and bracing work.
- 3.5 SECURITY AND PROTECTION FACILITIES
- A. Barricades, warning signs and lights: Comply with IDOT 701,702 and local code requirements. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- B. Environmental protection: provide environmental protection as outlined in Section 01 56 00 – TEMPORARY ENVIRONMENTAL CONTROLS.

- C. Site security to be provided by the Contractor as required.

3.6 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour a day basis where required to achieve indicated results and to avoid the possibility of damage.
- C. Termination and removal: remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
- D. Materials and facilities that constitute temporary facilities are the property of the Contractor.

END OF SECTION 01 50 00

SECTION 01 56 00

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Contractors shall:
 - 1. Provide controls over environmental conditions at the construction site and related areas under the Contractor's control.
 - 2. Remove physical evidence of temporary controls at completion of work or as directed.

1.2 RELATED WORK

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.3 QUALITY CONTROL

- A. Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control - "Green Book"

1.4 DUST CONTROL

- A. Provide dust control materials to minimize dust from construction operations. Prevent air-borne dust from dispersing into the atmosphere.
- B. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste-handling procedures.
 - 5. Other dust-control measures.

1.5 WATER CONTROL

- A. Control surface water to prevent damage to the project, the site or adjoining properties.
 - 1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas; direct drainage to proper runoff.
- B. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
- C. Dispose of drainage water in a manner to prevent flooding, erosion sitting or runoff of silt or sediment or other damage to all portions of the site or to adjoining areas.

1.6 RODENT CONTROL

- A. Provide rodent control to prevent infestation of construction or storage areas.
 - 1. Use methods and materials, which will not adversely affect conditions at the site or on adjoining properties.
 - 2. Maintain site in clean condition.
 - a. Dispose of garbage and debris.
 - b. Do not keep items on site which attract rodents.
 - 3. When the use of rodenticides is deemed necessary, submit a copy of proposed program to the Owner. Clearly indicate:
 - a. Areas to be treated.
 - b. Rodenticides to be used, with copy of manufacturer's current printed instructions.
 - c. Pollution preventative measures to be employed.
 - d. Illinois licensed pesticides applicator.

1.7 DEBRIS CONTROL

- A. Maintain all areas under Contractor's control free of extraneous debris.
- B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas or along access roads and haul routes.
 - 1. Provide containers specified in SECTION 01 71 00 - CLEANING for deposit of debris.
 - 2. Prohibit overloading of trucks to prevent spillages on access and haul routes.
 - a. Provide daily inspection of traffic areas to enforce requirements.
- C. Schedule collection and disposal of debris is specified in SECTION 01 71 00 - CLEANING.
 - 1. Provide additional collections and disposals of debris whenever regular schedule is inadequate to prevent accumulation.

1.8 POLLUTION CONTROL

- A. Prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel, perform emergency measures to contain all spillages, and to remove contaminated soils or liquids. Excavate and dispose of all contaminated earth off-site. Replace with suitable compacted fill and topsoil.
- C. Take special measures to prevent harmful substances from entering public waters or spilling onto the ground. Prevent disposal of wastes, effluents, chemicals or other such substances adjacent to streams, or in sanitary or storm sewers, including waste from portable toilets.
- D. Provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.

2. Prevent harmful dispersal of pollutants into the atmosphere.

1.9 EROSION CONTROL

- A. Plan and execute construction and earthwork in a manner to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 1. Minimize the areas of bare soil exposed at one time.
 2. Provide temporary control measures such as berms, dikes and drains.
 3. Provide temporary control measures to prevent silting or runoff of silt or sediment from site.
- B. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
- C. Periodically inspect earthwork to detect evidence of the start of erosion. Apply corrective measures to control erosion.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 56 00

SECTION 01580

PROJECT CONSTRUCTION SIGN

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Contractor shall:

1. Fabricate, install and remove one (1) project construction sign as described herein.

1.2 RELATED WORK

- ###### A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.3 PROJECT CONSTRUCTION SIGN CONTENT

A. Sign shall have the following information included on it:

1. Name of project
2. City of Evanston name and logo
3. Description of scope of work
4. Estimated completion date
5. Contract amount
6. General contractor's name
7. Contact information for questions

1.4 LOCATION

- ###### A. The construction sign shall be located near the entrance to the Evanston Water Plant. Coordinate final location with Owner.

PART 2 - PRODUCTS

2.1 SIGN MATERIALS

- ###### A. Owner will supply layout example, data and information to be included on sign. Contractor shall submit draft layout of sign for approval by the Owner prior to sign fabrication. Sign layout shall be submitted prior to pre-construction meeting. Sign shall be installed as soon as possible following pre-construction meeting and prior to commencement of the work.
- ###### B. Size: 4 feet x 8 feet x 3/4 inch A/C plywood or equal. Good side of plywood shall be used for sign.
- ###### C. Mounting: Signs shall be securely mounted on two or three 4" x 4" pressure treated wood posts so that bottom of sign is 4 feet above grade. Contractor shall be responsible for embedment and mounting details to securely install posts and mount signs to posts. Contractor shall provide bracing as necessary to secure posts.

- D. If sign board is not flat, Contractor shall provide back framing to bring sign board into flat condition. Back framing shall be securely attached to posts and shall be painted to match posts.
- E. Posts and back of signs shall be painted white.
- F. Sign faces shall be professionally prepared, either computer generated on weather resistant materials and applied to plywood signboard or painted directly on signboard surface using weather resistant signage paint materials.
- G. Lettering style shall be block letters or other lettering approved by the Owner.

PART 3 - EXECUTION

3.1 INSTALLATION OF SUPPORTS

- A. Set pole-type supports into excavations:
 - 1. Depth: Minimum 4 ft.
 - 2. Plumb poles, backfill, tamp earth around poles.
- B. Braced-framing:
 - 1. Drive stakes, size determined by loading, minimum depth: 2'-6".
 - 2. Secure framing members to stakes, cut tops of stakes to even line, flush with framing members

3.2 MAINTENANCE

- A. Repair damages to structure, framing or sign.
- B. Repaint surfaces, lettering, and logotypes that show severe weathering.
- C. Maintain signs and supports in neat, clean condition.

3.3 REMOVAL

- A. At conclusion of project, sign and posts shall be removed by Contractor and legally disposed.
- B. Return grounds to condition as found prior to installation of sign. Resulting voids created by sign removal shall be completely backfilled with compacted earth, 9" of topsoil and sod to match finished grade.

END OF SECTION 01580

SECTION 01 63 00

SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Base all bids on providing all products exactly as specified.
- B. For products specified only by reference or performance standards, select any product which meets or exceeds standards, by any manufacturer, subject to the Owner's approval.
- C. For products specified by naming several products or manufacturers, select any product and manufacturer named.

1.2 RELATED WORK

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, Special Provisions and all other Divisions of the Project Manual, apply to this Section.

1.3 SUBSTITUTIONS, BIDDER/CONTRACTOR OPTIONS

- A. Prior to Bid Opening: The Owner will consider written requests to amend the bidding documents to add products not specified provided such requests are received at least 10 calendar days prior to bid opening date. Requests received after that time will not be considered. When a request is approved, the Owner will issue an appropriate addendum not less than three (3) calendar days prior to bid opening date.
- B. With Bid: A bidder may propose substitutions with his bid by completing the Product Substitution List in the Bid Form, subject to the provisions stated thereon. The Owner will review Proposed Product Substitution List of low bidder and recommend approval or rejection by the Owner prior to award of contract.
- C. After Award of Contract: No substitutions will be considered after Notice of Award except under one or more of the following conditions:
 - 1. Substitution required for compliance with final interpretations of code requirement or insurance regulations.
 - 2. Unavailability of specified products, through no fault of the Contractor.
 - 3. Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
 - 4. Manufacturer/fabricator refusal to certify or guarantee performance of specified product as specified.
 - 5. When a substitution would be substantially to Owner's best interest.

1.4 SUBSTITUTION REQUIREMENTS

- A. Submit three (3) copies of each request for substitution. Include in request:
 - 1. Complete date substantiating compliance of proposed substitution with contract documents.

2. For products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature:
 - 1) Product description
 - 2) Performance and test data
 - 3) Reference standards
 - c. Samples
 - d. Name and address of similar projects on which product was used and dates of installation.
 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 4. Itemized comparison of proposed substitution with product or method specified.
 5. Data relating to changes in construction schedule.
 6. Identify:
 - a. Changes or coordination required.
 - b. Other contracts affected.
 7. Accurate cost data on proposed substitution in comparison with product or method specified.
- B. In making request for substitution, bidder/contractor represents:
1. He has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified.
 2. He will provide the same guarantee for substitution as for product or method specified.
 3. He will coordinate installation of accepted substitutions into the work, making all changes for work to be complete in all respects.
 4. Cost data is complete and includes all related costs under his contract, but excludes:
 - a. Owner's redesign.
 - b. Administrative costs of Owner.
 - c. Costs under separate contracts.
 5. He will pay all additional costs and expenses for Owner and other contractors.
- C. Substitutions will not be considered when:
1. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this Section.
 2. Acceptance will require substantial revision of contract documents.

PART 2 – PRODUCTS

(NOT APPLICABLE)

PART 3 – EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 63 00

SECTION 01 70 00
PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Substantial completion, final completion, closeout submittals, and application for final payment.
- B. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Operating and maintenance manual submittal.
 - 4. Submittal of warranties.
 - 5. Final cleaning.
 - 6. Final payment.

1.2 RELATED WORK

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.3 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the work substantially complete, Contractor shall submit written declaration to the Owner that the work, or designated portion thereof, is substantially complete. Include list of items to be completed or corrected.
- B. Owner and Contractor will make an inspection within seven days after receipt of certification.
- C. Should the Owner consider that the work is substantially complete:
 - 1. The Owner will prepare and issue a Certificate of Substantial Completion, containing:
 - a. Date of Substantial Completion.
 - b. Punch list of items to be completed or corrected.
 - c. The time within which Contractor shall complete or correct work of listed items. All punch list items must be completed within 30 days of substantial completion.
 - d. Date and time Owner will assume possession of work or designated portion thereof.
 - e. Responsibilities of Owner and Contractor for:
 - (1.) Insurance
 - (2.) Utilities
 - (3.) Operation of mechanical, electrical and other systems.
 - (4.) Maintenance and cleaning.
 - (5.) Security

f. Signatures of Owner and Contractor

- D. Should the Owner consider that work is not substantially completed:
1. The Owner shall immediately notify Contractor, in writing, stating reasons.
 2. The Contractor shall complete work and send a second written notice to Owner, certifying that project, or designated portion of project, is substantially complete.
 3. The Owner will re-inspect work.

1.4 FINAL INSPECTION

- A. When the Contractor considers the work complete, the Contractor shall submit written declaration to the Owner that the work is complete. Contractor shall submit written certification that:
1. Contract documents have been reviewed.
 2. Project has been inspected for compliance with contract.
 3. Work has been completed in accord with contract.
 4. Equipment and systems have been tested in the Owner's presence and are operational.
 5. Project is completed, ready for final inspection.
- B. The Owner will make final inspection within seven days after receipt of certification.
- C. Should the Owner consider that work is finally complete in accord with Contract Document requirements, he shall request contractor to make project closeout submittals.
- D. Should the Owner consider that work is not finally complete:
1. The Owner shall notify the Contractor, in writing, stating reasons.
 2. The Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to the Owner certifying that the work is complete.
 3. The Owner will re-inspect work.

1.6 CLOSEOUT SUBMITTALS

- A. Project Record Documents: In accordance with requirements of SECTION 01 72 00 - PROJECT RECORD DOCUMENTS.
- B. Deliver evidence of compliance with requirements of governing authorities.
- C. Deliver Certificate of Insurance for products and completed operations. Certificate shall include a evidence that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior notice has been given to the Contractor. Contractor shall include a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.
- D. Evidence of payments, release of liens
1. Consent of Surety to Final Payment.
 2. Other data establishing payment or satisfaction of obligations including receipts, Contractor's releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and form as required by the City.

3. Separate releases of waivers of liens for subcontractors, suppliers and others with lien rights against property of Owner together with list of those parties.
4. Paid utility bills, if any.
5. An affidavit that payrolls, bills for materials and equipment and other indebtedness connected to the work for which the City or the City's property might be responsible or encumbered (less any amounts withheld by City) have been paid or otherwise satisfied.

1.7 INSTRUCTION

- A. Instruct Owner's personnel in operation of all systems, mechanical, electrical and other equipment.

1.8 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to Owner.
- B. Statement shall reflect all adjustments.
 1. Original contract sum.
 2. Additions and deductions resulting from:
 - a. Previous change orders.
 - b. Cash allowances.
 - c. Unit prices.
 - d. Other adjustments.
 - e. Deductions for uncorrected work.
 - f. Deductions for re-inspection payments.
 3. Total contract sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
- C. The Owner will prepare final change order, reflecting approved adjustments to contract sum not previously made by change orders.

1.9 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit final application in accord with requirements of Conditions of Contract.

1.10 FINAL CERTIFICATE FOR PAYMENT

- A. The Owner will issue final certificate in accord with provisions of Conditions of contract.
- B. Should final completion be materially delayed through no fault of the Contractor, the Owner may issue a Semi-Final Certificate of Payment, in accord with provisions of Conditions of Contract.

PART 2 – PRODUCTS

(NOT APPLICABLE)

PART 3 – EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 70 00

SECTION 01 71 00

CLEANING

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Contractor shall maintain premises and public properties free from accumulations of waste, debris, and rubbish, caused by construction operations.
- B. At completion of work, Contractor shall remove waste materials, rubbish, tools, equipment, machinery and surplus materials, clean all sight-exposed surfaces and leave project clean and ready for occupancy.

1.2 RELATED WORK

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.3 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with following safety and insurance standards.
 - 1. Occupational Safety and Health Administration (OSHA).
- 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 Federal, State and local ordinances and anti-pollution laws.
 - 1. Do not burn or bury debris, rubbish or other 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 into streams or waterways.

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 surface to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute cleaning to ensure that grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down materials and rubbish to lay dust and to prevent blowing dust.
- C. At reasonable intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.
- D. Provide on-site metal containers for collection of waste materials, debris and rubbish.
- E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- F. Handle waste materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.2 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- C. Clean the Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth even-textured surface.
 - 1. Remove tools, construction equipment, machinery and surplus material from the site.
 - 2. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 3. Remove debris and surface dust from limited access spaces.
 - 4. Remove labels that are not permanent labels.
 - 5. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that can not be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.
 - 6. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - 7. Leave the Project clean and ready for occupancy.
- E. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- F. Broom clean paved surfaces; rake clean other surfaces on grounds.

- G. Maintain cleaning until project, or designated portion thereof, is occupied by Owner.

END OF SECTION 01 71 00

SECTION 01 72 00

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 WORK INCLUDES

A. Maintenance of Documents

B. Contractor shall:

1. At project site, maintain one (1) copy of:

- (a.) Contract drawings.
- (b.) Project Manual.
- (c.) Interpretations and supplemental instructions.
- (d.) Addenda.
- (e.) Reviewed, approved shop drawings and product data.
- (f.) Other modifications to contract.
- (g.) Field test records.
- (h.) All schedules.
- (i.) Correspondence file.
- (j.) Change Orders

2. Provide files and racks for document storage.

3. File documents in format in accord with Project Manual Table of Contents.

4. Maintain documents in clean, dry, legible condition.

5. Do not use record documents for field construction purposes.

6. Make documents available at all times for inspection by Owner.

7. Furnish one (1) additional as-built record set of contract documents at the completion of the project. This set is not to be the set kept and updated periodically at the job site, but a clean set free of extraneous markings, notations, and erasures showing on a record of final conditions. Provide as-built record set in both PDF and AutoCAD formats.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.3 MARKING DEVICES

A. Provide ballpoint pens, red color.

1.4 RECORDING

A. Label each document "PROJECT RECORD DOCUMENTS" in 2" high printed letters.

B. Keep record documents current, updated not less often than monthly.

C. Do not permanently conceal any work until specified information has been recorded.

D. Contract drawings: Legibly mark to record actual construction:

1. Depths of various elements of foundation in relation to adjacent ground elevations.
 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 4. Field changes of dimension and detail.
 5. Changes made by change order.
 6. Details not on original contract drawings.
- E. Specifications and addenda: Legibly mark-up each section to record:
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by change order or field order.
 3. Other matters not originally specified.
- F. Shop drawings: Maintain as record documents; legibly annotate drawings to record changes made after review.
- 1.5 SUBMITTAL
- A. At completion of project, deliver record documents to Owner.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each record document.
 5. Certification that each document submitted is complete and accurate.
 6. Signature of contractor, or his authorized representative.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 72 00

SECTION 01 74 00

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Warranties for the Work and products and installations of each Contractor shall be one (1) year unless specified otherwise on the Drawings or in the individual Sections of Divisions 2 through 16.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Contractors required to countersign special warranties with the Contractor.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and all other Divisions of the Project Manual, apply to this Section.

1.3 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requires of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
 - 1. Rejection of Warranties: The Owner reserves the rights to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the

Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

- F. For specific warranty requirements related to landscape materials, refer to the applicable Section.

1.4 SUBMITTALS

- A. Submit written warranties to the Owner prior to the date certified for Substantial Completion. If the Owner's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within fifteen days of completion of that designated portion of the Work.
- B. Form of Submittal: At Final Completion, compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, Subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- C. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 - 2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the project title or name, and the name of the Contractor.
 - 3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 74 00

SECTION 051200

STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Structural steel.
 - 2. Coating of structural steel

1.2 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
- B. Demand Critical Welds: Those welds, the failure of which would result in significant degradation of the strength and stiffness of the Seismic-Load-Resisting System and which are indicated as "Demand Critical" or "Seismic Critical" on Drawings.

1.3 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication of structural-steel components.
 - 1. Prepare erection drawings, complete with all necessary plans, elevation and sections, to indicate size and relative position of members. Do not reproduce design drawings for use as erection drawings. Include erection drawings with each submittal indicating marks of all members, assemblies and loose pieces included in the submittal.
 - 2. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 - 3. Include setting drawings and direction for installation of anchor rods and other anchorages embedded in concrete.
 - 4. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
 - 5. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
 - 6. Indicate surface preparation as per SSPC and prime painting for each member if specified.
- B. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs): Provide according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for each welded joint whether prequalified or qualified by testing, including the following:
 - 1. Power source (constant current or constant voltage).

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Welding certificates.

1.5 QUALITY ASSURANCE

- A. Employ a steel erector who has had 5 years of successful experience in erection of structural steel and is able to furnish evidence of erector's ability, facilities, proficiency of erector's personnel and completed projects.
- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 1. Welders and welding operators performing work on bottom-flange, demand-critical welds shall pass the supplemental welder qualification testing, as required by AWS D1.8. FCAW-S and FCAW-G shall be considered separate processes for welding personnel qualification.

- C. Performance: The Contractor shall be responsible for the quality of joint preparation, welding, and examination. Clearly identify and record materials used in the welding operations. The examination and testing defined in this Specification are minimum requirements. Provide additional examination and testing as necessary to achieve the quality required.
1. Welding Procedures Qualification: Qualification of the welding procedures for each group of materials to be welded is required as indicated in AWS D1.1. Qualification of the underwater welding procedures for each group of materials to be welded is required as indicated in AWS D3.6. Welding procedure qualifications shall be newly qualified procedures done and observed under the supervision of a certified weld inspector (CWI) or approved independent testing laboratory, except as noted below. Record in detail and qualify the "Welding Procedure Specification" for every welding procedure proposed. Qualification for each welding procedure shall conform to the requirements of AWS Standards and to this Specification. The welding procedures shall specify end preparation for weld, including cleaning, alignments, and root openings. Preheat, inter-pass temperature control, and post-heat treatment of welds shall be as required by AWS, unless otherwise indicated or specified. Welding procedure qualifications shall be identified individually and referenced on the shop drawings or suitably keyed to the contract drawings.
 2. Previous Welding Procedures Qualification: Evidence of previous welding procedure qualifications shall be accepted for review if the procedure was qualified under AWS D1.1 or AWS D3.6 standard prequalified weld procedure or was qualified for an NYSDOT project within the last 5 years.
 3. Welder and Welding Operator Performance Qualification: Qualify each welder and welding operator assigned to work covered by this Specification by performance tests using equipment, positions, procedures, base metals, and electrodes or bare filler wires from the same specification, classification, or group number that will be encountered on his assignment. All welders and welding operator shall be newly qualified for this project under AWS D1.1 or AWS D3.6 requirements and all performance qualifications and testing shall be under the observation of CWI or approved testing laboratory.
- D. Comply with applicable provisions of the following specifications and documents:
1. AISC 303.
 - a. Throughout AISC 303, replace "Structural Design Drawings" with "Design Drawings and other Contract Documents".
 - b. Delete paragraph 3.3 – Discrepancies.
 - c. Delete paragraph 4.4 – Approval, and replace with the following:
 - 1) Refer to the Condition of Contract and Section 01330, Submittal Procedures.
 - 2) Review of Shop Drawings by the Architect shall not relieve the Contractor of responsibility for accuracy of detail dimensions, fit of parts assembled in shop or field, ability to erect the material, or other Contract requirements.
 - 3) Notation by the Architect made on the Shop Drawings does not authorize changes to the Contract requirements including Contract sum or Contract time.
 - d. Paragraph 4.6 – The RFI Process: Omit reference to "Revision to the Contract Document".
 - e. Delete paragraph 9.3 – Revisions to Contract Documents.
 - f. Paragraph 9.4 – Contract Price Adjustment, replace with the following:
 - 1) Revision to the Contract Documents and Contract Price Adjustment shall be as per the Condition of Contract.
 2. AISC 341 and AISC 341s1.
 3. AISC 360.
 4. AWS D1.1 "Structural Welding Code", with the exception as listed in AISC 360-05 specification section J2, apply in lieu of AWS provisions and to the following:
 - a. Delete section 5.3.3.4, "Recrushed Slag"
 5. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- 1.6 DELIVERY, STORAGE, AND HANDLING
- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.

1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
2. Clean and relubricate bolts and nuts that become dry or rusty before use.
3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.
4. Do not store material on structure that might cause distortion, damage or overload to members or supporting structures. Repair or replace damaged materials or structures as directed by the Engineer.

1.7 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

1.8 PROJECT CONDITIONS

- A. Measurements:
 1. Make such field measurements as are necessary to lay out the Work properly.
- B. Alteration and Connections to existing steel:
 1. Make all necessary field measurements for detailing, fabricating and installing reinforcing and new members to be connected to existing steel or reworking existing members. Identify conditions prohibiting installation as indicated.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 572/A 572M, Grade 50 .
- B. Channels, Angles-Shapes: ASTM A 36/A 36M.
- C. Plate and Bar: ASTM A 36/A 36M.
- D. Steel Pipe: ASTM A 252 Grade 2 or 3
- E. Welding Filler Materials, Fluxes and Electrodes: Comply with AWS requirements. .

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers; all with plain finish.
- B. Unheaded Anchor Rods: ASTM F 1554, Grade 55, weldable .
- C. Elastomeric Bearings: Prefabricated unreinforced pads (consisting of elastomer only) or reinforced bearings with steel or fabric laminate materials to suit the design loads: Division II, Section 18.2 of AASHTO Standard Specification for Highway Bridges.

2.3 PRIMER

- A. Primer: SSPC-Paint 25, , zinc oxide, alkyd, linseed oil primer.

2.4 FABRICATION

- A. Anchor Rods (Bolts).
 1. Furnish anchor rods (bolts) as indicated to be embedded in concrete, including nuts and washers. Detail anchor rods (bolts) such that the minimum projection above the nut, after the column is in place, is 25 mm (one inch).
- B. Beams.

1. Provide one-piece beams without splice(s), unless otherwise indicated. Where splices are permitted, splice connections shall develop the strength of the beam.
 - C. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
 - D. Bolt Holes: Cut, drill, mechanically thermal cut, or punch standard bolt holes perpendicular to metal surfaces.
 - E. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
 - F. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 1, "Solvent Cleaning."
 - G. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel framing members.
 1. Cut, drill, or punch holes perpendicular to steel surfaces.
 2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.
- 2.5 SHOP PRIMING
- A. Shop prime steel surfaces except the following:
 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
 2. Surfaces to be field welded.
 - B. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 - C. Painting: Prepare steel and apply a one-coat, nonasphaltic primer complying with SSPC-PS Guide 7.00, "Painting System Guide 7.00: Guide for Selecting One-Coat Shop Painting Systems," to provide a dry film thickness of not less than 1.5 mils. Do not apply prime paint when steel or air temperature is below 40 degrees F. Use painting methods which result in full coverage of joints, corners, edges and exposed surfaces.
- 2.6 TOP COAT MATERIALS
- A. Coatings - General: Provide complete multi-coat systems formulated and recommended by manufacturer for the applications indicated, in the thicknesses indicated; number of coats specified does not include primer or filler coat.
 - B. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of coated surfaces.
 - C. Coating Products – Immersed pipe / exposed length of pipe on lake side of wall – provide coating system as outlined in design basis systems provided or approved equal:
 1. Carboline Bitumastic 300M Coal Tar Epoxy – DFT 16 to 24 mil
 2. Tnemec – Epoxy system:
 - a. Primer - Series N69 Hi-Build Epoxoline II DFT 3 to 5 mil
 - b. Finish - Series 46H-413 Hi-Build Tneme-Tar DFT 14 to 20 mil
 3. Induron Ceramic Epoxy system:
 - a. Primer – Perma-clean II DFT 3 to 5 mil
 - b. Finish – Ceramasafe 90 – EFT 14 to 20 mil
- 2.7 SOURCE QUALITY CONTROL
- A. Testing Agency: Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports.
 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with steel Erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
 - 1. Prepare a certified survey of bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
 - 2. Detail the structural steel with a minimum of 1 inch (25 mm) of anchor rod (bolt) thread projecting above the nuts and the base plate hole 1-1/3 times the rod (bolt) diameter. Based on these procedures, the foundations shall be found acceptable if erection can be accomplished within AISC 303-05 tolerances for plumbness and elevation, and with minimum-maximum grout thickness of 1/2 to 2 inches (13 to 50 mm).
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.
- B. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.
- C. Design and provide temporary supports, such as guys, bracing, falsework, cribbing or other elements required for steel framework erection, including partly assembled steel framing in consideration of noted interaction items. Design temporary supports to withstand all loads to which the structure may be subjected during erection and subsequent construction, including erection equipment.
- D. Furnish and place all temporary bracing necessary for erection before bolting or welding. Only light drifting will be permitted to draw parts together. Drifting to match unaligned holes will not be permitted. Perform enlargement of holes necessary to make connections resulting from misfit by drilling and reaming; then use the proper size bolt.

3.3 FIELD CONNECTIONS

- A. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.

3.4 COATING APPLICATION

- A. Apply coatings in accordance with manufacturer's written instructions, to thicknesses specified.
- B. Apply in uniform thickness coats, without runs, drips, pinholes, brush marks, or variations in color, texture, or finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.
- C. Brush Application: Brush Application: Use brushes best suited for material applied and of appropriate size for the surface or item being coated
- D. Spray Equipment: Use mechanical methods to apply coating if permitted by manufacturer's written instructions and governing regulations.
- E. Protect finished work from damage

3.5 QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds.
- B. Welded Connections:

1. Visual Inspection: AWS D1.1. Furnish the services of AWS-certified welding inspectors for fabrication and erection inspection and testing and verification inspections. Welding inspectors shall visually inspect and mark welds, including
 2. Non Destructive Testing: AWS D1.1 Test locations shall be as indicated. If more than 20% of welds made by a welder contain defects identified by testing, then all welds made by that welder shall be tested by radiographic or ultrasonic testing, as approved by the Engineer. When all welds made by an individual welder are required to be tested, magnetic particle testing shall be used only in areas inaccessible to either radiographic or ultrasonic testing. Retest defective areas after repair.
- C. Fabrication: Prior to shipment, all miscellaneous metal fabrications shall be examined by the fabricator and/or manufacturer for compliance with the appropriate requirements of this Specification. Noncompliance with any specified requirement or presence of any defects preventing or lessening maximum efficiency shall constitute cause for rejection.
- D. Contractor Inspection: The Contractor shall examine each miscellaneous metal fabrication prior to installation and note any damage or defects. Any rejected material shall be segregated and removed from the project site. Any material damaged during Contractor handling and installation shall be repaired in accordance with manufacturer's recommendations or replaced at no additional cost to the Owner.
- 3.6 REPAIRS AND PROTECTION
- A. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

END OF SECTION

SECTION 312000

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Excavating and filling for rough grading the Site.
 - 2. Preparing subgrades for pavements .
 - 3. Excavating and backfilling for buildings and structures.
 - 4. Subbase course for concrete walks pavements.
- B. Related Requirements:
 - 1. Section 312319 Dewatering

1.3 REFERENCES

- A. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, 2012 edition, herein referred to as IDOT.

1.4 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
- B. Aggregate Base Course: Aggregate layer placed over the excavated subgrade to provide base condition for finish materials.
- C. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
 - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- E. Fill: Soil materials used to raise existing grades.
- F. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D 1586.

- G. Structures: Footings, foundations, retaining walls, slabs, curbs, or other man-made stationary features constructed above or below the ground surface.
- H. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

1.5 INFORMATIONAL SUBMITTALS

- A. Material Test Reports: For each borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 1557.

1.6 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by EngineerEngineer.
- C. Utility Locator Service: Notify J.U.L.I.E Locator (800) 892-0123 for area where Project is located before beginning earth-moving operations.
- D. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 311000 "Site Clearing" are in place.
- E. Do not commence earth-moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.
- F. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Lake Fill – only for replacement of temporary excavated material around outfall for collar construction. Use where excavated material is of unsatisfactory classification.
 - 1. The material furnished may comprise new quarry stone, crush concrete, coarse aggregate and other acceptable granular materials.
 - 2. Lake Fill shall conform to the following gradation requirements:

Percent Passing (%)	sieve or weight size
0	#200
<20	#4
100	50 lb

- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Aggregate Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; conforming to IDOT requirements for CA-6.
- E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- F. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; conforming to IDOT requirements for CA-7.
- G. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.
- H. Sand: ASTM C 33/C 33M; fine aggregate.
- I. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 6 inches outside of minimum required dimensions of concrete cast against grade.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
- B. Slope unbraced excavations to a stable angle in accordance with all local, state and federal regulations to maintain stability of excavation side walls or provide temporary shoring and bracing to prevent cave-ins or adjacent ground movement as specified.
- C. Additional Excavation
 - 1. If unsuitable materials are encountered at the required subgrade elevation or where the bearing capacity required cannot be obtained at the depth indicated, notify the Architect, for direction. Authorized additional Work will be paid for according to Contract provisions.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

- C. Proof-roll subgrade below the slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.8 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring, bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.11 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under walks and pavements, use satisfactory soil material.
 - 2. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.12 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.13 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.

3.14 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 - 2. Pavements: Plus or minus 1/2 inch.

3.15 BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place base course under pavements and walks as follows:
 - 1. Shape base course to required crown elevations and cross-slope grades.
 - 2. Place base course 6 inches or less in compacted thickness in a single layer.
 - 3. Place base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

4. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
- C. Pavement Shoulders: Place shoulders along edges of subbase course and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.16 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 2. Determine that fill material classification and maximum lift thickness comply with requirements.
 3. Determine, during placement and compaction, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2937, and ASTM D 6938, as applicable. Tests will be performed at the following locations and frequencies:
 1. Paved and Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab but in no case fewer than three tests.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.
- 3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS
- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 312319 DEWATERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes construction dewatering.

1.3 ALLOWANCES

- A. Dewatering observation wells are part of dewatering allowance.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 1. Verify availability of Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 2. Review condition of site to be dewatered including coordination with temporary erosion-control measures and temporary controls and protections.
 3. Review geotechnical report.
 4. Review proposed site clearing and excavations.
 5. Review existing utilities and subsurface conditions.
 6. Review observation and monitoring of dewatering system.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Existing Conditions: Using photographs, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by dewatering operations. Submit before Work begins.
- C. Record Drawings: Identify locations and depths of capped wells and well points and other abandoned-in-place dewatering equipment.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer that has specialized in design of dewatering systems and dewatering work.

1.7 FIELD CONDITIONS

- A. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from this data.
 1. Make additional test borings and conduct other exploratory operations necessary for dewatering according to the performance requirements.

2. The geotechnical report is included elsewhere in Project Manual.
- B. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
1. Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer.
 2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
 3. Prevent surface water from entering excavations by grading, dikes, or other means.
 4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
 5. Remove dewatering system when no longer required for construction.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Provide temporary grading to facilitate dewatering and control of surface water.
- D. Protect and maintain temporary erosion and sedimentation controls specified in drawings during dewatering operations.

3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
 - 1. Space well points or wells at intervals required to provide sufficient dewatering.
 - 2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.
- B. Place dewatering system into operation to lower water to specified levels before excavating below ground-water level.
- C. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
- D. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

3.3 OPERATION

- A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.
- B. Operate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
 - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
 - 2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
 - 3. Maintain piezometric water level a minimum of 24 inches below bottom of excavation.
- C. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.
- D. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

3.4 FIELD QUALITY CONTROL

- A. Observation Wells: Provide observation wells or piezometers, take measurements, and maintain at least the minimum number indicated; additional observation wells may be required by authorities having jurisdiction.
 - 1. Observe and record daily elevation of ground water and piezometric water levels in observation wells.
 - 2. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. In areas where observation wells are not functioning properly, suspend construction activities until reliable observations can be made. Add or remove water from observation-well risers to demonstrate that observation wells are functioning properly.
 - 3. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.
- B. Survey-Work Benchmarks: Resurvey benchmarks regularly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

- C. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.
- D. Prepare reports of observations.

3.5 PROTECTION

- A. Protect and maintain dewatering system during dewatering operations.
- B. Promptly repair damages to adjacent facilities caused by dewatering.

END OF SECTION

**SECTION 312323.01
LOW DENSITY CELLULAR CONCRETE**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. The work shall consist of placing Low Density Cellular Concrete (LDCC) for an underwater application at the locations shown in the plans in accordance with the details in the plans and this specification.
- B. Related Requirements:
 - 1. Section 312319 Dewatering
 - 2. Section 31200 Earth Moving

1.3 INFORMATIONAL SUBMITTALS

- A. Resume showing Contractor meets the minimum Qualifications as specified above in Section III, including project references with contact information, volume and dates; and qualifications of Contractor's superintendent and/or foreman.
- B. Description of equipment and placement methods to verify compliance with specifications.
- C. Mix design for LDCC, including materials to be used, their sources, proportions and compliance with specified requirements.
- D. Historical test data showing mix design properties meet the specified requirements.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

- A. LDCC shall be jobsite mixed with pre-generated foam from a liquid concentrate. Material shall comply with the following:

Material	Property or Requirement
Cement Type	Type I/II or Type 1L Limestone Cement
Foaming Agent – Liquid Concentrate	ASTM 869
Maximum Cast Wet Density	75 PCF
Minimum Compressive Strength	300 PSI
Aggregate	Sand ASTM C33
Anti-Washout (AWO) Admixture	ASTM C494/494M Type S

- B. The foaming agent shall comply with ASTM C869 when tested in accordance with ASTM C796.
- C. Other Admixtures: Admixtures for accelerating/retarding, water reducing and other specific properties may be used when specifically approved by the manufacturer. Admixtures containing chloride ions shall not be used.

PART 3 - EXECUTION

3.1 PRODUCTION

- A. LDCC shall be produced utilizing specialized batching and foam equipment capable of meeting the specified properties.
- B. Foam generating equipment shall be used to produce a pre-formed foam which shall be mixed and blended with cementitious slurry. Equipment shall be calibrated to produce consistent foam that shall retain its stability until the cement sets to form a uniform cellular structure.
- C. Avoid excessive handling of the material. After sufficient mixing of the foam with slurry, LDCC shall be conveyed promptly in its final location.
- D. All equipment used to furnish the LDCC must be approved by the foam manufacturer.

3.2 INSTALLATION

- A. The area to be filled shall be contained by forms or partitions as necessary. The partitions may consist of grout bags, sheet piling or other materials that will conform to the requirements of this item. Forms and partitions shall be constructed of durable materials having a life expectancy of at least 40 years in seawater, and shall have sufficient strength and rigidity to resist the loads imparted by the concrete and any imposed loads due to currents, waves, tidal action, etc. Forms and partitions shall be provided with vent pipes or other openings at surface to allow the escape of water displaced by the concrete fill. Forms shall be left in place.

3.3 QUALITY CONTROL AND QUALITY ASSURANCE

A. TESTING

1. Testing to be performed by the Owner or approved agency.
2. A minimum of four (4) 3"x 6" cylinders shall be molded twice per shift or for each 400 cubic yards placed, whichever is greater.
3. LDCC may be tested at any age (after 3 days) for compressive strength in accordance with ASTM C-495. At least two (2) specimens from each set should be tested at 28 days.
4. Contractor shall record and measure wet cast densities near the point of placement hourly. Mix shall be adjusted as required to obtain the specified cast density.

3.4 MEASUREMENT AND PAYMENT

1. LDCC shall be paid for at the contract unit price per cubic yard for materials produced and placed.

END OF SECTION

SECTION 323113 CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Chain-link fences.
 2. Swing gates.
 3. Privacy slats.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
1. Inspect and discuss equipment bases, and other preparatory work specified elsewhere.
 2. Review coordination of interlocked equipment specified in this Section and elsewhere.
 3. Review required testing, inspecting, and certifying procedures.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Fence and gate posts, rails, and fittings.
 - b. Chain-link fabric, reinforcements, and attachments.
 - c. Accessories: Privacy slats Barbed wire.
- B. Shop Drawings: For each type of fence and gate assembly.
1. Include plans, elevations, sections, details, and attachments to other work.
 2. Include accessories, hardware, gate operation, and operational clearances.

1.4 INFORMATIONAL SUBMITTALS

- A. Delegated-Design Submittal: For structural performance of chain-link fence and gate frameworks, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
1. Shop drawings shall meet content and format requirements for building permit submission as required by authorities having jurisdiction.

1.5 QUALITY ASSURANCE

- A. Provide the following upon request:
1. Qualification Data: For professional engineer.
 2. Product Certificates: For each type of chain-link fence,[operator,] and gate.
- B. Mockups: Build mockups to set quality standards for fabrication and installation.

1. Build mockup for typical chain-link fence[and gate], including accessories.
 - a. Size: 10-foot length of fence.

1.6 FIELD CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design chain-link fence and gate frameworks.
- B. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to ASCE/SEI 7.

1. Design Wind Load: As indicated on Drawings.
 - a. Minimum Post Size and Maximum Spacing: Determine according to CLFMI WLG 2445, based on mesh size and pattern specified.

2.2 CHAIN-LINK FENCE FABRIC

- A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:

1. Fabric Height: As indicated on Drawings.
2. Steel Wire for Fabric: Wire diameter of 0.148 inch.
 - a. Mesh Size: 2 inches.
 - b. Coat selvage ends of metallic-coated fabric before the weaving process with manufacturer's standard clear protective coating.
3. Selvage: Twisted top and knuckled bottom.

2.3 FENCE FRAMEWORK

- A. Posts and Rails <Insert drawing designation>: ASTM F 1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043[or ASTM F 1083] based on the following:

1. Fence Height: 72 inches As indicated on Drawings.
2. Metallic Coating for Steel Framework:
 - a. Type A: Not less than minimum 2.0-oz./sq. ft. average zinc coating according to ASTM A 123/A 123M or 4.0-oz./sq. ft. zinc coating according to ASTM A 653/A 653M.

2.4 SWING GATES

- A. General: ASTM F 900 for gate posts and single swing gate types.

1. Gate Leaf Width: As indicated.

B. Pipe and Tubing:

1. Zinc-Coated Steel: ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framework.

C. Hardware:

1. Hinges: 180-degree outward swing.
2. Latch: Permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.
3. Lock: Manufacturer's standard internal device.

2.5 FITTINGS

A. Provide fittings according to ASTM F 626.

B. Post Caps: Provide for each post.

C. Barbed Wire Arms: Pressed steel or cast iron, with clips, slots, or other means for attaching strands of barbed wire, and means for attaching to posts, for each post unless otherwise indicated, and as follows:

1. Provide line posts with arms that accommodate top rail or tension wire.
2. Provide corner arms at fence corner posts unless extended posts are indicated.
3. Single-Arm Type: Type I, slanted arm.

D. Finish:

1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./sq. ft. of zinc.

2.6 PRIVACY SLATS

A. Fiber-Glass-Reinforced Plastic Slats: UV-light-stabilized fiber-glass-reinforced plastic, not less than 0.06 inch thick, sized to fit mesh specified for direction indicated.

B. Color: As selected by Architect from manufacturer's full range.

2.7 BARBED WIRE

A. Steel Barbed Wire: ASTM A 121, two-strand barbed wire, 0.099-inch- diameter line wire with 0.080-inch- diameter, four-point round barbs spaced not more than 5 inches o.c.

2.8 GROUNDING MATERIALS

A. Connectors and Grounding Rods: Listed and labeled for complying with UL 467.

1. Connectors for Below-Grade Use: Exothermic welded type.
2. Grounding Rods: Copper-clad steel, 5/8 by 96 inches.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.
 - B. Proceed with installation only after unsatisfactory conditions have been corrected.
- 3.2 PREPARATION
- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.
- 3.3 CHAIN-LINK FENCE INSTALLATION
- A. Install chain-link fencing according to ASTM F 567 and more stringent requirements specified.
 1. Install fencing on established boundary lines inside property line.
 - B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
 - C. Post Setting: Set posts by mechanically driving into soil at indicated spacing into firm, undisturbed soil.
 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 2. Mechanically Driven Posts: Drive into soil to depth of 36 inches. Protect post top to prevent distortion.
 - D. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.
 1. Locate horizontal braces at midheight of fabric 72 inches or higher, on fences with top rail, and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
 - E. Intermediate and Bottom Rails: Secure to posts with fittings.
 - F. Chain-Link Fabric: Apply fabric to inside of enclosing framework. Leave 1-inch bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
 - G. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts, with tension bands spaced not more than 15 inches o.c.
 - H. Fasteners: Install nuts for tension bands and carriage bolts on the side of fence opposite the fabric side.
 - I. Privacy Slats: Install slats in direction indicated, securely locked in place.
 1. Vertically, for privacy factor of 70 to 75.
 - J. Barbed Wire: Install barbed wire uniformly spaced, angled toward security side of fence. Pull wire taut, install securely to extension arms, and secure to end post or terminal arms.

3.4 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation.

3.5 GROUNDING AND BONDING

A. Fence and Gate Grounding:

- 1. Ground for fence and fence posts shall be a separate system from ground for gate and gate posts.
- 2. Fences within 100 Feet of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 feet.
- 3. Ground fence on each side of gates and other fence openings.
 - a. Bond metal gates to gate posts.
 - b. Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches below finished grade.

- B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a ground rod located a maximum distance of 150 feet on each side of crossing.

- C. Fences Enclosing Electrical Power Distribution Equipment: Ground according to IEEE C2 unless otherwise indicated.

- D. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at grounding location.

- 1. Make grounding connections to each barbed wire strand with wire-to-wire connectors designed for this purpose.
- 2. Make grounding connections to each barbed tape coil with connectors designed for this purpose.

E. Connections:

- 1. Make connections with clean, bare metal at points of contact.
- 2. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
- 3. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
- 4. Make above-grade ground connections with mechanical fasteners.
- 5. Make below-grade ground connections with exothermic welds.
- 6. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

- F. Bonding to Lightning Protection System: Ground fence and bond fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor according to NFPA 780.

3.6 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain chain-link fences and gates.

END OF SECTION

SECTION 353119

STONE REVETMENTS AND BREAKWATERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes: This section contains the requirements for furnishing all plant, labor, equipment, materials, transportation and delivery, incidentals, and performing all operations in connection with the procurement, delivery, and placement of all specified grades of stone including imported armor stone, underlayer stone, bedding stone for concrete placements, and decorative aggregate. This section also contains the requirements for furnishing all plant, labor, equipment, incidentals and performing all operations in connection with salvage, protection, stockpiling, processing and re-use of existing onsite stone materials.

1.3 ACTION SUBMITTALS

- A. Product Data:
 - 1. At the initial preconstruction meeting, submit intended revetment construction procedures and quality control plan containing the following information as a minimum:
 - a. Placement equipment for each stone classification.
 - b. Anticipated placement and delivery methods and rates for each stone classification.
 - c. Survey control and check survey procedures.
 - d. Stone source(s) material quality data and quality control procedures.
 - e. Salvaged and processed stone stockpile areas, and processing, handling, and protection methods.

1.4 QUALITY ASSURANCE

- A. Stone Quality and Gradation:
 - 1. Establish and maintain quality control for all Work performed at the quarry and at the job site to ensure compliance with the specifications. Submit the written quality control plan to the Engineer for approval prior to material production.
 - 2. Provide a quarry inspector for each armor stone source. The inspector's responsibilities shall include, but not be limited to:
 - a. Perform a visual test of each stone for elongation, cracks, deterioration and other defects visible to the naked eye on at least 2/3 of the surface area of the stone. Ten percent of the stone checked for cracks shall be wetted and re-inspected for minute cracks to determine if they would be detrimental to the stone quality and if additional inspections are necessary on all stone. Stones with cracks that are detrimental to a long-lasting product shall not be shipped to the Project site.

- b. Measure each stone along three mutually perpendicular axes to determine the volume of each piece of armor stone intended for this Project, converting this volume to weight based on available recognized specific gravity and clearly marking the corresponding weight on each stone.
 - c. Maintain a log for all armor stone, compiled in table form, presented in a clear and legible fashion indicating the date when stone was blasted, when stone was shipped from the quarry and the quantity of stone shipped. This information will be transmitted to the Engineer at the end of each Working day for comparison to stone received. The format of this table will be provided by the Engineer.
3. Conduct biweekly stone gradations on underlayer stone and bedding stone. Gradations shall be conducted by taking a random sample of stone equal to at least 30 times the average stone weight in each classification, weighing each individual piece and recording in table format such that a gradation curve may be assembled.
 4. The Engineer reserves the right to inspect the quarry operations at any time to check for compliance to the specifications.

B. Survey:

1. Check Surveys:
 - a. Before placement of armor stone, the cross section of the underlayer shall be approved by the Engineer. Before placement of underlayer stone, the excavation and geotextile placement shall be approved by the Engineer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Exercise care in the transportation of all stone materials to prevent cracking, splitting, spalling, etc. that would otherwise lead to rejection at the job site.
- B. Handle and store all processed and new stone materials to ensure stockpiles are not contaminated with other soils and materials, and to limit the segregation of material sizes.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General:

1. All shore protection stone materials to be furnished under this Agreement shall meet all requirements specified in this section. The Engineer, at any time during the Agreement, will reject materials at the source or at the job site for failure to meet the specified requirements. Inspection of materials at the quarry or at the job site shall be as specified in Quality Control. Inspection and testing of materials shall be as specified in Material Quality. Materials which have been delivered to the Project site and are rejected, whether in stockpile or in place in the structure, shall be removed from the Project site at the Contractor's expense.

B. STONE GRADATIONS

1. Revetment Stone:

- a. Material having the gradations listed below shall be placed in the Work at the locations as shown on the Contract Drawings. Gradation limits are in-place requirements. Adjustments in production, transportation and placement methods shall be made as necessary to ensure final placed materials are within specified ranges. Within each gradation, a minimum of 50% of the stones by number shall be larger than the median stone weight:

Designation	Description	Weight Range	Median Weight
Armor Stone	Armor Stone	400 lbs - 700	550 lbs
Underlayer Stone	IDOT RR3	lbs 1 lbs - 50 lbs	10 lbs

- 2. All stone shall have a minimum specific gravity of 2.6 based on water having a unit weight of 62.4 pounds per cubic foot.
- 3. The neat lines representing the limits of the armor stone for revetment construction, as shown on the Contract Drawings, are based on stone with an average weight of 162 pounds per cubic foot (specific gravity 2.6). If the specific gravity of the stone selected by the Contractor differs to the extent that the layer thicknesses change from what is indicated on the Contract Drawings, redesigning of the section will be required by the Engineer.
- 4. The least dimension of any piece of armor shall not be less than one-half of its greatest dimension when measured mutually perpendicular.
- 5. Salvaged On-site Stone and Concrete Materials
 - a. Processed On-site Stone and Concrete Blocks to be used as underlayer stone for the new revetment, shall be salvaged on-site specimens processed to be approximately the same size gradation as IDOT RR3. No fragments with individual dimension less than two (2) inches shall be used as underlayer. Embedded metal, soil, sand, woody debris and other unsuitable materials shall be removed from stockpiles of salvaged materials.

C. Bedding Stone for concrete placements:

- 1. Where called for on the drawings, bedding stone for concrete placements shall be newly produced stone material meeting the quality and gradation requirements of IDOT CA-7, per IDOT standard specifications.

D. Geotextile under underlay stone placements:

- 1. Where called for on the drawings, geotextile fabric shall be a woven monofilament geotextile and meet the following minimum physical property requirements:

Property	Test Method	Requirements
Tensile Strength	ASTM D1682 E	200 lbs
Puncture Resistance	ASTM D751	135 lbs
Burst Strength, Mullen	ASTM D751	425 lbs
Apparent Opening Size (EOS)	ASTM D4751	100 US std. sieve
Permeability	ASTM D4491	0.4 cm/sec

2.2 MATERIAL QUALITY

- A. All imported stone shall be highly resistant to weathering and disintegration under freezing and thawing and wetting and drying conditions, and shall be of a quality to ensure permanence of the structure in the climate in which it is to be used. The stone shall be durable, sound, free from detrimental cracks, seams and other defects which tend to increase deterioration from natural causes or cause breakage in handling and/or placing. A high argillaceous or shale content is often indicative of poorer quality rock being more susceptible to weathering, abrasion, thin bedding, close fracturing and other undesirable rock properties.
- B. To ensure visual continuity, all armor stone shall be obtained from the same geologic formation.

2.3 SOURCES

A. Previously Approved:

- 1. The following listed sources have been known to produce similar armor stone and/or underlayer stone for revetment applications. All stone shall be produced from the sources listed below, or meet the requirements of Other Sources:
 - a. Thorton Quarry, 322 South Williams St, Thorton, IL, Heidelberg Materials
 - b. WAthlens Quarry, 25142 Quarry Ave, Athens, IL, Heidelberg Materials
 - c. Lisbon Quarry, 10425 Joliet Rd, Lisbon, IL 60541, Vulcan Materials Company
 - d. Waterloo, W11184 Hubbleton Rd, Waterloo, WI 53594 Michels Materials
- 2. The potential suppliers listed have not been investigated with respect to the availability of specific quantities and sizes of the material required for the Project at the proposed time of construction. The listing of potential suppliers only indicates that there could be some material at the source, if selected areas and appropriate quarrying techniques are used, that meets all the requirements specified. The listing of potential suppliers does not guarantee that the quality or sufficient quantities of materials necessary for this contract are available in any of the sources listed nor does it guarantee that economical production can be obtained from that source.
- 3. Nothing herein is to be construed as implying that potential suppliers listed are actually interested in or capable of producing or offering stone in the size, gradation, weights or quantities required, or that transportation from the supplier is available. The Contractor shall verify each supplier for its capability to produce the quantity required of the quality, sizes, gradation or weights specified in the time frame allocated for this Project.
- 4. If it is found during the contract that acceptable materials and quantities of materials cannot be obtained by the Contractor from the original source(s), the Contractor may request approval to use alternate source(s) from the list of approved suppliers. Obtaining and furnishing materials from the substitute source(s) shall be at no additional cost to the Owner.

B. Other Sources:

- 1. If the Contractor elects to use stone from a source not indicated as previously approved, the material must be approved by the Engineer, prior to its production, for use on this Project. This approval process may include any or all of the following, as directed by the Engineer.
 - a. Test samples of the proposed stone shall be obtained by the Contractor at its own expense. Samples selected for testing shall be representative of material formations in the quarry to be used or being used on the Project. The Engineer or its representative must be present and agree on the selection of all test samples prior to shipment. The Engineer may personally select all samples if he so elects. If specified sizes are in excess of 2,000 pounds, 1 ton samples will be taken.

- b. Tests to which the material may be subject to include one or more of the following: petrographic examination; specific gravity; abrasion; absorption; wetting and drying; freezing and thawing; soundness; compressive strength; expansion; tensile strength; pulse velocity; gradation; water content; dry unit weight and total porosity; elastic modulus; direct shear; and any other tests determined necessary to ensure that the stone is suitable for its intended use. Acceptance criteria for specific tests are listed below

Test	Test Method	Acceptance Criteria
Specific Gravity	ASTM C 127	2.6 -3.0
Absorption	ASTM C 127	< 2 percent
Freeze-Thaw	ASTM C 535	<20 percent loss after 500 revolutions
Wetting-Drying	ASTM D 5213	<2 percent loss after 40 cycles
Petrographic Examination	ASTM D 5213	<2 percent loss after 80 cycles
Field Examination	ASTM C 295	No deleterious materials allowed
Compressive Strength	ASTM D 4992	Minimum 3000 psi
Sodium Sulphate Soundness	ASTM C-42	<10 percent loss after 5 cycles
	ASTM C-88	

- c. Allow sufficient time for the testing to be completed such that there are no delays in construction.
- d. If the Contractor elects to use material from a source not previously approved, all costs incurred as a result of testing to verify material acceptability shall be the responsibility of the Contractor.
- e. If the Contractor elects to reuse broken concrete as filter stone material he will need to process to obtain the material RR3 specification. If the contractor elects not to reuse the broken concrete he must dispose at his own costs of site.
- f.

PART 3 - EXECUTION

3.1 QUARRY OPERATIONS

- A. Quarry operations shall be conducted by the Contractor/supplier in a manner that will produce stone conforming to the requirements specified, and may involve selective quarrying, handling and loading as necessary. Blasting and handling of rock shall be controlled by the Contractor/supplier to produce rock of the size ranges and quality specified. Techniques such as the use of proper hole diameter, hole depth, hole angle, burden and spacing distances, types and distribution of explosives, delay interval and sequence, removal of muck piles between each shot and special handling techniques will be required as necessary to produce the specified materials. All specifications of blasting operations shall be specifically designed so that the end product is not damaged from the blasting technique and that the stone is suitable for the intended purpose.
- B. Submit, in writing, to the Engineer the anticipated production rates for the various types of stone materials. If the production rates change significantly such that delays are caused at the job site, the Engineer shall be notified in advanced writing with the reason for the delay.

3.2 CURING STONE

- A. All sedimentary quarry stone from any source shall be stockpiled at the quarry a minimum of 48 hours prior to shipment to the Project site. No stone production shall be allowed prior to 1 April or after 1 November; unless quarry history is available to ensure that durable stone can be quarried in freezing temperatures.

3.3 PLACEMENT

A. General:

1. Placement of all stone materials shall not deviate from the neat lines as shown on the Contract Drawings by more than the tolerances described in this section, unless directed by the Engineer.
2. Approval of placement and/or check surveys for any stone set, or portion thereof, does not constitute final acceptance. The stone Work will be considered substantially complete when the Engineer has approved placement and check surveys for all sets comprising the total length of revetment Work for the Project. Any damages to approved sets prior to substantial completion, due to Contractor or subcontractor operations, wave activity, or otherwise, shall be repaired by the Contractor at no additional cost to the Owner.

B. Armor Stone:

1. Where indicated on the Contract Drawings, construction of the armor course shall begin at the toe of the structure with the placement of uniformly sized select toe stones. These toe stones will serve to delineate the outer limits of the armor course and act as an anchor stone.
2. The remaining armor stones shall be placed in sets starting adjacent to the toe stone or at the outer limits of the revetment and proceeding upward, with each stone placed firmly on the stones beneath. Each armor stone set shall be as long as practicable so as to provide the Contractor the opportunity to select the most suitable position for each size and shape of rock in order to achieve the results specified herein. The Contractor shall not commence a new set until the previous set is completed as specified and approved by the Engineer, and check surveys indicate that the set has been constructed to the required lines, grades and tolerances. If the Contractor elects to use multiple placement operations to construct separate sets, it must ensure that the specified requirements are met in areas where the sets are to be joined.
3. Equipment proposed for armor stone placement shall be capable of placing the stone at its final position before release and also will be capable of moving and repositioning a released stone, if necessary. Casting or dropping of stone over 1 foot, or moving stones by drifting or manipulating down the slope will not be permitted. Buckets or skips will not be acceptable for placement of armor stone.
4. Armor stone shall be placed individually between the designated neat lines and to the grades shown on the Contract Drawings, within the tolerances described in this section.
5. Armor stones shall be placed in such a manner as to avoid displacing or placing undue impact force on underlying materials and to minimize cracking or chipping of stones.
6. Where more than one layer of stone is required, armor stone shall be placed to its full course thickness in one operation such that stones are keyed and layers are interlocked.

7. Finishing of the slopes will be done as the armor stone is being placed. Stockpiling of stones on approved sections of the breakwater will not be permitted. The finished armor stone course shall have uniform slope and crest surfaces and a well-defined break at the shoulder. The armor stone course shall be stable, tightly placed, keyed and interlocked, with rock-to-rock contact and no overhanging stones. All gaps, seams, holes, etc., in the armor surface shall be of a size not greater than the maximum allowable void defined in this section.
8. Re-handling of individual stones after initial placement will be required as necessary to achieve the results specified above.
9. At the end of each work day that armor stone is placed, provide an Armor Stone Placement Summary to the Engineer. The exact format of the Armor Stone Placement Summary shall be determined and agreed upon by the Engineer and Contractor prior to commencement of armor placement. This summary shall include as a minimum: a tally of each stone placed; the stations between which armor stones were placed; and total armor placement time.

C. Bedding Stone

1. Bedding stone shall be placed and compacted in accordance with IDOT standard specification 311 "Granular Subbase"

D. Geotextile Fabric

1. Placement of geotextile fabric shall conform to manufacturer's requirements to assure a continuous layer unbroken by rips, tears, punctures, or other physical damage from placement of the fabric or placement of materials over the fabric.
2. Seams between individual pieces of geotextile fabric shall be joined or overlapped to provide a continuous layer. To the maximum extent possible, seams should be joined in the shop. Fabric shall be transverse joints.

3.4 TOLERANCES

- A. The finished surface and stone layer thickness shall not deviate from the lines and grades shown on the Contract Drawings by more than the tolerances listed below. Tolerances are measured perpendicular to the indicated neat lines. Extreme limits of the tolerance given below shall not be continuous in any direction for more than five times the median stone dimension and/or for any area greater than 1,000 square feet of the structure surface. Any section of a stone course built to the upper tolerance limit shall not be immediately adjacent to a section built to the lower tolerance limits and vice versa (i.e., transitions between extreme tolerance limits shall be smooth).

Material	Above Neat Line	Below Neat Line
Armor Stone	12 inches	0 inches
Underlayer Stone	0 inches	6 inches
Bedding Stone	1 inches	1 inches
Sub-Grade	0 inches	0 inches

- B. In addition to the vertical tolerances above, the horizontal alignment for the finished stone courses be +2 feet from that shown on the Contract Drawings provided lines, arcs, curves, and transition zones are smooth and continuous without visible deflections, bends, kinks, etc. The horizontal tolerance for the landward edge of the armor stone crest adjacent to the reference line shall be +12 inches.

- C. The intention of the above tolerances is that the Work will be built to the required elevation, slopes and grades, and that the outer surfaces shall present a neat and positive aesthetic appearance. Placed material not meeting these intentions shall be removed and/or reworked to the satisfaction of the Engineer. Material beyond the upper tolerance limit permitted to remain in place by the Engineer will not be paid for, as discussed previously in this section.

END OF SECTION

EVANSTON WATER PLANT SHORELINE REVETMENT STABILIZATION

EVANSTON, IL

JUNE 19, 2025 - ISSUE FOR BID

SmithGroup Project Number: 15684

Sheet List Table	
Sheet Number	Sheet Title
G001	COVER SHEET
G100	GENERAL NOTES
CV100	EXISTING CONDITIONS PLAN
CD100	CONSTRUCTION ACCESS PLAN
CE100	EROSION CONTROL PLAN
CE500	EROSION CONTROL DETAILS
CS100	SITE LAYOUT PLAN
CS300	REVETMENT SECTIONS & PROFILES 1
CS301	REVETMENT SECTIONS & PROFILES 2
CS500	DETAILS

Prepared for:

Evanston Water Production Bureau
555 Lincoln St.,
Evanston, IL 60201

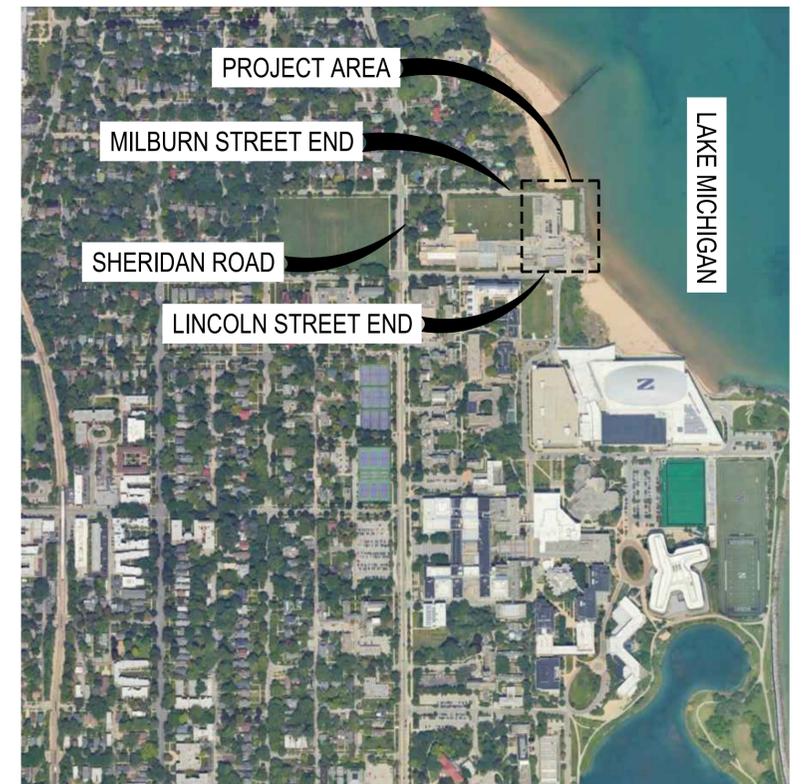
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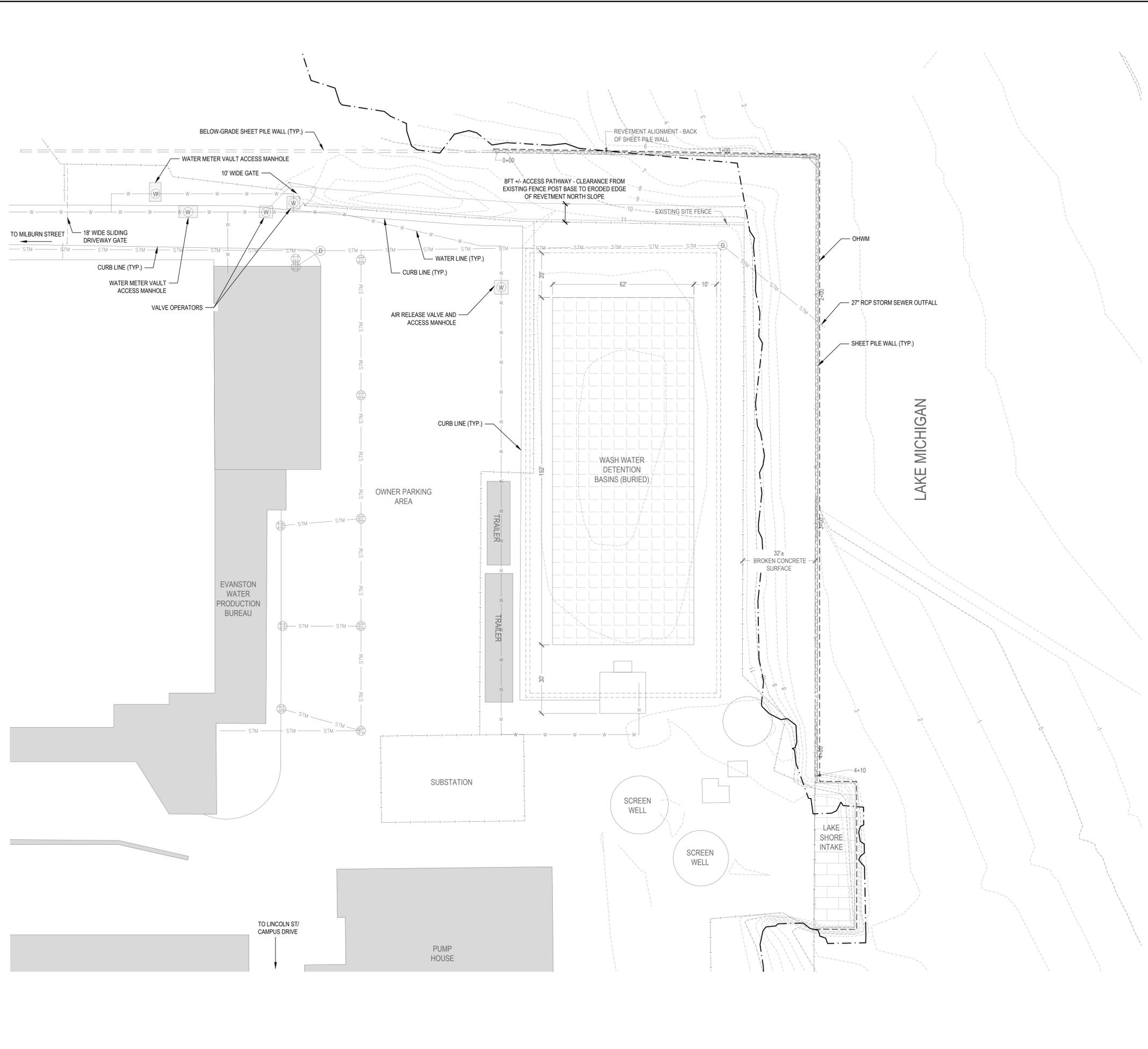
Consultants:

 **INFRASTRUCTURE
ENGINEERING** | INCORPORATED



PROJECT LOCATION MAP

FILE: C:\Users\jmcort\SmithGroup\Companies\inc\PRJ - 15684 - Consultants - Consultants\CA0105_Civil\15684-CV100.dwg USER: jmcort DATE: Jun, 11, 2025 TIME: 09:01 am



SHEET NOTES

1. THE CONTRACTOR TO COORDINATE CONSTRUCTION SITE ACCESS WITH THE CITY OF EVANSTON. REFERENCE THE CITY OF EVANSTON TRUCK ROUTES MAP FOR ALLOWABLE AND PROHIBITED TRUCK ROUTES.
2. THE CONTRACTOR TO MAINTAIN ALL PUBLIC ACCESS ENTRANCES AND MAINTENANCE GATES AT ALL TIMES. THE ENTRANCES SHALL NOT BE IMPEDED.
3. THE CONTRACTOR MAY EXTEND FENCING TO WITHIN 2' OF EASTERN EDGE OF EXISTING PATH. THE CONTRACTOR IS RESPONSIBLE FOR RESTORING ALL AREAS TO PRECONSTRUCTION CONDITIONS.
4. THE CONTRACTOR MAY ESTABLISH ADDITIONAL ENTRY POINTS WITHIN FENCED AREAS. THE CONTRACTOR TO RESTORE ALL AREAS TO PRECONSTRUCTION CONDITIONS.

**EVANSTON WATER PLANT
REVETMENT
REHABILITATION**
555 Lincoln St.
Evanston, IL 60201
Owner:
CITY OF EVANSTON

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ISSUED FOR	REV	DATE

KEYED NOTES

100% PROGRESS - ISSUED FOR REVIEW A 05/23/2025

SEALS AND SIGNATURES

LEGEND

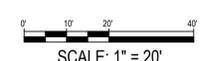
- EXISTING BUILDING
- EXISTING BELOW-GRADE WASH WATER DETENTION BASIN
- EXISTING INTAKE STRUCTURE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING SHEET PILE WALL
- EXISTING BELOW-GRADE SHEET PILE WALL
- EXISTING STORM SEWER
- EXISTING WATER LINE
- EXISTING WATER STRUCTURE (SEE PLANS)
- EXISTING FENCE
- EXISTING STORM STRUCTURE
- EXISTING ACCESS PATHWAY
- FEMA FLOOD HAZARD BOUNDARY - ZONE VE BFE EL 590' NAVD88

KEY PLAN



EXISTING CONDITIONS

DRAWING TITLE



SCALE
15684
PROJECT NUMBER

CV100

DRAWING NUMBER

