

Contractor:
Berglund Construction Company
8410 South Chicago Avenue
Chicago, Illinois 60617

**STANDARD TERMS AND CONDITIONS
FOR CONSTRUCTION CONTRACTS**
(Modified – November 28, 2012)

**Chicago Public Safety Headquarters
Precast Concrete Panels Repair**

PBC Contract Number: C1548

PUBLIC BUILDING COMMISSION OF CHICAGO



**Mayor Rahm Emanuel
Chairman**

Erin Lavin Cabonargi
Executive Director

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ARTICLE 1. GENERAL CONDITIONS

SECTION 1.01 Definitions

Wherever used in any of the Contract Documents, the following meanings are given to the terms herein defined:

1. "Architect" or "Architect/Engineer" means Thornton Tomasetti, Inc., 330 N. Wabash Ave., Suite 1500, Chicago, IL 60611 (312.596.2000).
2. "Change Order" is the document signed by the Contractor and the Commission which authorized either an adjustment in the Contract sum and / or Contract time or a change in the Work that may not result in such an adjustment.
3. "Commission" means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.
4. "Commission Representative" means the person assigned, in writing, by the Executive Director to be the Commission's Representative for the project.
5. "Contract" or "Contract Documents" means all of the following component parts, including exhibits attached thereto and/or incorporated therein by reference, and all amendments, modifications and revisions made from time to time in accordance with the provisions hereof:
 - a. Standard Terms and Conditions for Construction Contracts (Modified November 28, 2012)
 - b. Revised Bid Form (September 7, 2012)
 - c. Project Manual for Precast Concrete Panel Repairs (August 23, 2012)
 - d. Contract Drawings (August 23, 2012)
6. "Contract Completion Date" is the date established in the Notice to Proceed on which the Contractor must achieve Substantial Completion.
7. "Contract Price" means the full amount of compensation to be paid for the Work to be performed by the Contractor as adjusted from time to time by Change Order.
8. "Contractor" means Berglund Construction Company, 8410 S. Chicago Ave., Chicago, IL 60617 (773.674.1000).
9. "Day" or "Days" means calendar day(s) unless otherwise specified.
10. "Drawings" are those enumerated in the Project Manual, and additional drawings and sketches, if any, incorporated into the Contract by a bulletin issued by the Architect or Change Order as the Work progresses.
11. "Executive Director" means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
12. "Field Order" means a written order to the Contractor, signed by the Commission Representative unilaterally directing changes in the Work.
13. "Notice to Proceed" refers to the written notice issued by the Executive Director and directed to the Contractor, which states the date for the Contractor to begin performance of the Work.
14. "Request for Information" or "RFI" means the document transmitted by the Contractor to the Architect via the Commission Representative seeking clarification or direction with respect to ambiguity, contradictions, errors or omissions in the Project Manual or Drawings.
15. "Subcontractor" means any partnership, firm, corporation or entity other than an employee of the Contractor, that furnishes labor and/or materials to the Contractor, whether or not the Subcontractor is in privity with the Contractor.
16. "Submittal" means a schedule, shop drawings, video tape, product data, samples, or other items as may be required by the Contract for review and/or approval prior to prosecution of a portion of the Work.
17. "Technical Specifications" means the detailed requirements for the Work furnished by the Architect and set forth in Project Manual.
18. "User" or "User Agency" means the City of Chicago Department of Fleet and Facilities Management.
19. "Work" means the obligations of the Contractor under the Contract Documents. Work includes, unless specifically excepted by the Contract Documents, the furnishing of all materials, labor, equipment, supplies, plant, tools, scaffolding, transportation, superintendence, permits, inspections, occupancy approvals, insurance, taxes, and all other services, facilities and expenses necessary for the full performance and completion of the requirements of the Contract Documents. Work also means that which is furnished, produced, constructed, or built pursuant to the Contract Documents.

SECTION 1.02 Interpretation / Rules

1. Intent of Contract Documents:

- a. The intent of the Contract Documents is to describe the Work that the Contractor will undertake to fulfill the requirements of the Contract. The Contractor must perform all Work as provided in the Contract Documents as required and necessary to complete the Work in accordance with the Contract Documents. The Contractor must furnish all required materials, equipment, tools, labor, temporary light and power, shop drawings, installation drawings, working drawings, and incidentals, unless otherwise provided in the Contract, and will include the cost of all such items in the Contract Base Bid, unit prices or any lump sum item. The Base Bid includes all costs relating to, or associated with, the foregoing including, but not limited to, all direct costs, indirect costs, overhead, and profit.
- b. Wherever the imperative form of address is used, such as "perform the excavating", "provide equipment required", "remove obstructions encountered", "furnish and install reinforcing steel bars", it is understood and agreed that such imperative is directed to the Contractor.
- c. "Provide" as used in these specifications means furnish and install.
- d. Unless a contrary meaning is specifically noted elsewhere, words "as required," "as directed", "as permitted", and similar words mean that requirements, directions of, and permission of the Commission are intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import, mean "approved by", "acceptable to", or "satisfactory to" the Commission. Words "necessary", "proper", or words of like import as used with respect to extent, conduct, or character of Work specified shall mean that Work must be conducted in a manner, or be of character which is "necessary" or "proper" in the opinion of the Commission.
- e. The Work under this Contract has not been completely segregated into divisions of Work to be performed by any trade or Subcontractor. The Contractor shall be responsible for all segregation of Work between the trade or craft jurisdictional limits.
- f. Before the Contractor physically begins the Work, the Contractor must check the Commission's Technical Specifications and Drawings. Should any errors, discrepancies or omissions be found in these plans and specifications or any discrepancy found between the Contract Documents and the physical conditions at the Site or in any subsequent Drawings that may be provided thereafter, the Contractor must notify the Commission Representative, in writing, immediately.

SECTION 1.03 [NOT USED]

SECTION 1.04 Severability

If any provision of this Contract is inoperative or unenforceable as applied in any particular case because it conflicts with any other provision of this Contract, or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstance, or render other provision or provisions of this Contract invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any phrases, sentences, clauses, or sections contained in this Contract do not affect the remaining portions of this Contract or any part thereof.

SECTION 1.05 Entire Agreement

The Contract, including all Contract Documents and the exhibits attached to them and incorporated, constitutes the entire agreement between the parties with respect to the subject matter hereof, and no other oral or written understandings, representations, inducements, considerations, promises, or interpretations are implied or impressed upon this Contract that are not expressly addressed herein.

ARTICLE 2. [NOT USED]

ARTICLE 3. CONTRACTOR'S OBLIGATIONS

SECTION 3.01 Contractor

1. The Contractor must perform everything required to be performed and provide all of the labor, necessary tools, machinery, materials, schedules and other documents and all facilities for the construction of the Project as described herein and other work necessary to perform and complete in a workmanlike manner, and within the specified time, all of the Work in strict accordance with the Contract Documents. Contractor is solely responsible for selecting the means, methods, techniques, sequences, and procedures used in performing the Work.
2. The Contractor must begin the Work within 5 Days of execution of the Contract or 5 Days of issuance of permits required by the City of Chicago whichever occurs later. In addition, , the Contractor must assign and maintain during the term of the Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, and qualified to perform the Work. The Contractor must include among the staff such personnel and positions as may be required by the Contract Documents.
3. The Contractor is solely responsible for properly laying out the Work, and for all lines, elevations and measurements for all of the Work executed under the Contract Documents. The Contractor must verify the figures shown on the Drawings before laying out the Work and will be held responsible for any errors or inaccuracies resulting from the failure to do so. Neither the

Architect nor the Commission Representative will be responsible for laying out the Work.

4. The Contractor is responsible for the coordination of the various parts of the Work so that no part is left in an unfinished or incomplete condition owing to any disagreement between the various Subcontractors or any of the Subcontractors and the Contractor.
5. The Contractor must require each Subcontractor to become familiar with all provisions of the Contract Documents that may affect Subcontractor's work.
6. The Contractor shall at all times be responsible for the performance of the Work by its Subcontractors. The Contractor will manage and coordinate the Work of Subcontractors such that the Work progresses in an efficient, orderly and timely manner. In the event of any claim or dispute between Subcontractors, or any Subcontractor and Contractor, Contractor shall manage the resolution of any such claim or dispute. The Contractor shall at all times deal with its Subcontractors in good faith, and use all reasonable efforts to resolve claims or disputes in a prompt, cost-effective manner.
7. In the event that, in the reasonable opinion of the Commission Representative, the performance of personnel of the Contractor assigned to the Work is at an unacceptable level, or does not comply with Section 9.01 "Competency of Workers" of the Contract, the Commission Representative may provide a written notice to the Contractor. Upon receipt of the notice, such personnel must cease to be assigned to this Work and must return to the Contractor. The Contractor must then furnish to the Commission Representative the name of a proposed substitute person or persons, in accordance with paragraph 2 of this section for approval by the Commission Representative. Absence of sufficient qualified personnel for the Work constitutes an event of default.
8. The Work will not be considered complete and accepted until the Contractor receives written notice from the Commission confirming the Final Completion and Acceptance of the Work.

SECTION 3.02 Contract Documents

1. The Contractor must carefully review the Contract Documents.
2. The Contract Documents are complementary and intended to include all items required for the proper execution and completion of the Work. Generally, the Project Manual describe Work which cannot be readily indicated on the Drawings, and indicate types, qualities, and methods of installation of the various materials and equipment required. The Project Manual and Drawings are to be read and interpreted as a whole. If there are contradictions or ambiguities between the Contract Documents, the Contractor must submit a request for information (RFI) to the Commission Representative. Bid Clarifications / Qualifications attached will take precedence over any conflicts in the Contract Documents.
3. Materials which are shown on the Drawings and which may not be specifically described in the Project Manual or Drawings will be furnished by the Contractor, suitable for the intended use, compatible with adjacent materials, and subject to review for conformance with the intent of the Contract Documents. If installation techniques are not specified, installation will be in accordance with manufacturer's currently published instructions and industry standards.
4. Dimensions of Work will not be determined by scale or rule. Figured dimensions must be followed at all times. If figured dimensions are lacking and cannot be calculated from other dimensions on Drawings, the Contractor must submit an RFI to the Commission Representative for resolution by the Architect.
5. The Contractor must keep at the Site, for reference, a complete set of documents pertaining to the Project, including, but not limited to, the complete Contract Documents, copies of all drawings and plans furnished by the Architect, all additional and revised drawings and plans furnished by the Commission Representative, all orders issued to the Contractor by the Commission that relate to the Work, and all submittals, including shop drawings, meeting minutes, reports, payment applications, and correspondence relating to the Work, and a set of updated as-built drawings.

SECTION 3.03 [NOT USED]

SECTION 3.04 [NOT USED]

SECTION 3.05 Contractor's Warranties and Representations

Contractor warrants and represents that:

1. It has carefully examined and analyzed the provisions and requirements of this Contract; it has inspected the Site to the extent made available by the Commission; from its own analysis it has satisfied itself as to the nature and scope of Work, all conditions, any obstructions, and requirements needed for the preparation of its bid and the performance of its Contract, the general and local conditions, and all other matters which in any way may affect this Contract or its performance; and the time available for such examination, analysis, inspection, and investigation was adequate.
2. This Contract is feasible of performance in accordance with all of its provisions and requirements and that the Contractor can and must perform, or cause to be performed, the Work in strict accordance with the provisions and requirements of this Contract.
3. Except for the contents of this Contract, no representation, statement or promise, oral or written, or of any kind whatsoever, by the Commission, its officials, agents, representatives or employees, has induced the Contractor to submit a bid or has

been relied upon by the Contractor, including any reference to (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the nature, existence, or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, which may be encountered at or on the Site; (iii) the nature, quantity, quality or size of any materials, equipment, labor and other facilities needed for the performance of this Contract; (iv) the general conditions which may in any way affect this Contract or its performance; (v) the compensation provisions of the Contract; or (vi) any other matter.

4. [NOT USED]
5. The Contractor acknowledges and understands that the Commission materially relied upon the Contractor's bid in its selection of the Contractor to perform the work.
6. Contractor's submittal of its bid establishes that the Contractor, in preparing and submitting its bid on which this Contract is based, has complied with and given full consideration to the following bidding requirements:
 - a. The Contractor did obtain for bidding purposes copies of the complete Project Manual for Precast Panel Repairs (August 23, 2012), Contract Drawings (August 23, 2012) and Revised Bid Form (September 7, 2012).
 - b. The Contractor has clarified to its satisfaction and complete understanding and acceptance any doubt as to the true meaning and intent of any part or parts of the specifications and plans or other portions of the Contract Documents.
 - c. The Contractor waives any claim for relief because of alleged mistakes or omissions in its bid and that the Contractor will be held strictly to its bid as presented.
7. The Contractor has the capability and financial resources to perform all of the provisions and requirements of this Contract.
8. The Contractor must perform all of its obligations under this Contract in accordance with all of the Contract's provisions and requirements.

SECTION 3.06 [NOT USED]

ARTICLE 4. CONTRACTOR'S RIGHTS OF ASSIGNMENT AND SUBCONTRACTS

SECTION 4.01 No Assignment of Contract

The Contract must not be assigned or any part of the same subcontracted without the written consent of the Executive Director. If the Executive Director provides consent, such consent does not relieve the Contractor from any of its obligations under the terms of the Contract, and Contractor shall remain responsible for satisfactory performance of all Work undertaken by its Subcontractor(s).

SECTION 4.02 No Assignment of Contract Funds

The Contractor will not transfer or assign any Contract funds or claims due or to become due without the prior written consent of the Executive Director. The transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, without the prior written consent of the Executive Director, is void so far as the Commission is concerned.

ARTICLE 5. INDEMNIFICATION, PERFORMANCE & PAYMENT BOND, AND INSURANCE

SECTION 5.01 Indemnification

The Contractor agrees to protect, defend, indemnify, and hold the Commission, the User Agency and their respective officers, officials, representatives, and employees (hereafter "the Indemnified Parties"), free and harmless from and against any and all claims, damages, demands, injury or death, in consequence of granting this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract except for matters shown by final judgment to have been caused by or attributable to the Indemnified Parties' negligence. The indemnification provided herein will be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees, or other expenses incurred by the Commission, including but not limited to, fines and penalties imposed by public bodies and the reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Contract. Further, the indemnity contained in this section will survive the expiration or termination of this Contract.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. The Commission will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Contractor of its obligations hereunder.

"Injury" or "damage" as these words are used in this section will be construed to include, but shall not be limited to, injury or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants, or employees, of any scaffolding, hoist cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment.

The Contractor will promptly provide, or cause to be provided, to the Executive Director and the Commission's General Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder and to give the Indemnified Parties authority, information, and assistance for the defense of any claim or action."

SECTION 5.02 Performance and Payment Bond

1. Before award of the Contract, the Contractor will deliver to the Commission a Performance and Payment Bond. The surety or sureties issuing the bond must be acceptable to the Commission and the bond must be in the form provided by the Commission a specimen copy of which is attached hereto.
2. In case of neglect, failure, or refusal of Contractor to provide satisfactory sureties when so directed within seven (7) Days after such notification, the Commission may declare this Contract forfeit, but such forfeiture will not release Contractor or its surety or sureties from any liability which may have accrued prior to the date of such forfeiture.
3. If at any time the surety or sureties, or any one of them, upon such bond become insolvent, or are, in the sole opinion of the Commission, unsatisfactory, or unable to respond to damages in case of liability on such bond, the Commission will notify the Contractor and direct that a bond issued by a satisfactory surety or sureties be provided forthwith.
4. Surety for Bond. The Performance and Payment Bond required by the Contract must be secured by a guarantee or surety company listed in the latest issue of U.S. Treasury Circular 570.

SECTION 5.03 Insurance

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. Unless otherwise noted below, the insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

1. Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, separation of insureds, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the City of Chicago and Thornton Tomasetti, Inc. as Additional Insured using the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago and the City of Chicago are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

4. Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and

microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago and Thornton Tomasetti, Inc., and others as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5. Professional Liability

When Contractor performs professional services work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing professional services work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6. Property

The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Contractor, including those materials to be installed as part of Contract.

7. Additional Requirements

- i. Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.
- ii. The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.
- iii. The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records
- iv. Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self insurance, retentions and/or deductibles must conform to these requirements.
- v. The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago and Thornton Tomasetti, Inc., their respective Board members, employees, elected officials, officers, or representatives.
- vi. The insurance coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.
- vii. Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago and the City of Chicago will not contribute with insurance provided by the Contractor under the Contract.
- viii. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.
- ix. If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.
- x. The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

- xi. If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost
- xii. Contractor must submit the following at the time of award: Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including 1) all required entities as Additional Insured; 2) evidence of waivers of subrogation; 3) evidence of primary and non-contributory status and all required endorsements including the CG2010 and CG2037
- xiii. The Commission reserves it right to modify, delete, alter or change these requirements.

ARTICLE 6. PERMITS AND LICENSES

SECTION 6.01 Permits, Licenses, and Regulations

1. Permits

- a. The Contractor is responsible for obtaining all permits, including but not limited to sewer, water, crane, fence, driveway, and building permits, as prescribed by the City of Chicago and public utilities, and any other permits that may be necessary. The Commission will be responsible for the City of Chicago building permit cost and the Department of Buildings Stormwater Review Fee. All other permit fees will be borne by the Contractor.
- b. The Contractor will confer with the Commission Representative prior to applying for the City building permit, and the parties will agree on the process for obtaining the City building permit prior to Contractor's application for such permit. The Commission Representative will assist the Contractor in the building permit process, but the Contractor is solely responsible for obtaining all required permits in a timely fashion.
- c. The nature of the foundation systems required on portions of this Project may be such that submittals, permits, and coordination will be required with the City of Chicago Bureau of Underground. If such systems are required by the Contract, the Contractor, representing its familiarity with these systems and permit processes, is responsible for any and all submittals, fees, coordination, and any other items required to secure approvals required by the authorities having jurisdiction for the installation of these systems.

2. Licenses and Regulations

- a. The Contractor will include in the bid for the Project, obtain, and pay for all licenses and certificates of inspection required or necessary for the execution and completion of the Work.
- b. The Contractor must give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the Work.
- c. The Contractor must also comply with the current regulations of the National Board of Fire Underwriters where applicable, and all other codes named in the specifications for the various divisions of the Work.
- d. Regulations applicable to this Project include, but are not limited to the most current editions of, the following: City of Chicago Building Codes; NEC; NFPA; Illinois Plumbing Code; Illinois Accessibility Standards; Americans with Disabilities Act Guidelines (ADAG); and ASHRAE/IES, Standard Efficiency Guidelines.

ARTICLE 7. [NOT USED]

ARTICLE 8. [NOT USED]

ARTICLE 9. PERSONNEL

SECTION 9.01 Competency of Workers

The Contractor must employ only competent and efficient laborers, mechanics or artisans. Whenever, in the opinion of the Commission or its representatives, any worker is careless, incompetent, violates safety or security rules, obstructs the progress of the Work, acts contrary to instructions, acts improperly, or fails to follow the safety requirements of this Contract, the Contractor must, upon request by the Commission Representative, remove such worker from the Work. The Contractor must not permit any person or worker to enter any part of the Work or any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances.

SECTION 9.02 Administration and Supervision of the Work

- 1. The Contractor will furnish a competent and adequate staff as necessary for the proper administration, coordination, and supervision of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the Site to complete the Work in accordance with all requirements of the Contract Documents and to the entire satisfaction of the Commission. In the event the Executive Director determines, in his or her sole discretion, that additional supervision or administration is required, Contractor shall furnish sufficient personnel to perform such supervision or administration, all at Contractor's own expense.

2. Subsequent to notice of contract award, but prior to the Notice to Proceed, the Contractor will select a Project Manager and submit his/her résumé to the Commission Representative for the approval of the Commission. The Project Manager will have full responsibility for the prosecution of the Work with full authority to act in all matters as necessary for the proper coordination, direction, commitment of resources, and technical administration of the Work. The Project Manager will attend meetings at such places and times as will be decided by the Commission or Architect in order to render reports on the progress of the Work. The Contractor will not change Project Manager without the consent of the Commission, unless such staff member proves to be unsatisfactory to the Contractor and ceases to be in its employ.

SECTION 9.03 Superintendence

1. The Contractor must keep on the Project throughout its duration a competent, experienced and qualified Superintendent and any necessary assistants, all of whom must be satisfactory to the Commission. This Superintendent's résumé will be submitted to the Commission Representative for approval at the time the Performance and Payment Bond and certificate(s) of insurance are submitted, or sooner if so requested by the Commission. The Superintendent will be present at the Site when Contractor's personnel and/or Subcontractors are present.
2. The Superintendent will not be changed without the consent of the Commission, unless the Superintendent proves to be unsatisfactory to the Contractor or becomes unavailable due to reasons beyond the control of Contractor. In order to change the Superintendent, the Contractor will give the Commission Representative written notice and submit for approval the qualifications of the proposed replacement Superintendent at least 15 Days prior to the intended change.
3. The Superintendent will represent the Contractor in the absence of the Project Manager and all directions given to the Superintendent will be as binding as if given to the Project Manager.

SECTION 9.04 – 9.07 [NOT USED]

SECTION 9.08 Wage Rates

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor must be paid to all laborers, mechanics, and other workers performing Work under this Contract.
2. Contractor's attention is called to the generally prevailing hourly rate of wages, as determined by the Illinois Department of Labor which are incorporated into the Contract Documents by reference.
3. The wage rates set forth in these Contract Documents were the rates in effect at the time these Contract Documents were issued. In the performance of the Work, however, the Contractor is fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the Department of Labor, at the time the Work is performed. One resource for determining the current prevailing wage rate is the Internet site <http://www.state.il.us/agency/idol/rates/rates.HTM> maintained by the State of Illinois Department of Labor. If the Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate will apply to the Contract from the effective date of such revision, provided, however that such revision will not entitle the Contractor to any increased compensation under the terms hereof.
4. As a condition of making payment to the Contract, the Commission may request the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workers employed on this Contract in accordance with Illinois law.

ARTICLE 10. SCHEDULE

Section 10.01 Time Is Of The Essence

TIME IS OF THE ESSENCE IN THIS CONTRACT. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth therein.

ARTICLE 11. [NOT USED]

ARTICLE 12. COMMISSION PROPERTY

Section 12.01 Ownership of Drawings, Specifications and Models

- A. All copies of Drawings and Technical Specifications furnished by the Architect are the property of the Commission. Such copies are not to be used on any other work or project and, with the exception of the signed Contract set, are to be returned to the Commission with a copy of the transmittal letter to the Commission Representative at the completion of the Work. All models are the property of the Commission. During the performance of its Work, the Contractor shall be responsible for any loss or damage to documents while in the Contractor's possession or the possession of a Subcontractor and any such documents so lost or damaged shall be restored at the expense of the Contractor.
- B. The Contractor shall deliver, or cause to be delivered at any time during the term of this Contract, all documents, including

but not limited to drawings, models, specifications, estimates, reports, studies, maps and computations, prepared by or for the Commission, to the Commission Representative promptly upon reasonable demand therefore or upon termination or completion of the Work hereunder. In the event of the failure by the Contractor to make such delivery, the Contractor shall pay to the Commission damages the Commission may sustain by reason thereof.

Section 12.02 Confidentiality

All of the reports information, or data, prepared or assembled by or provided to the Contractor under this Contract are confidential and the Contractor agrees that, except as specifically authorized herein or as may be required by law, it shall not make available said reports, information, or data, to any other individual or organization, without the prior approval of the Commission. In addition, the Contractor must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the project or Contractor's work.

Section 12.03 Right of Entry

1. The Contractor, and any of its officers, employees, agents, and Subcontractors, are permitted to enter upon any part of the Site owned by the Commission or User Agency in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules that may be established by the Commission or User Agency. The Contractor must provide advance notice to the Commission Representative of Contractor's initial entry onto the Site. Consent to enter upon all or any part of the Site given by the Commission or User Agency will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the Commission or User Agency.
2. **Inspections.** The Contractor acknowledges that the Commission has the right of access to the Site at all times and the right to inspect all Work during the term of the Contract.
3. The Contractor must use, and must cause each of its officers, employees, agents, and Subcontractors to use, the highest degree of care when entering upon property owned by the Commission or User Agency in connection with the Work. In the case of any property owned by the Commission or User Agency, or property owned by and leased from the Commission or User Agency, Contractor must comply, and must cause each of its officers, employees, agents, and Subcontractors to comply, with any and all instructions and requirements for the use of such property, including any licenses for which requirement is being incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry is treated in accordance with the indemnification provisions contained in this Contract.

Section 12.04 Damage to Property

If the Contractor causes damage to Commission or User Agency property and the Commission provides due notice to the Contractor, the Contractor must, at the sole option of the Commission, either: 1) pay the cost of repair of the damage; or 2) repair or replace any property so damaged. The Commission has the right to a set-off against payments to the Contractor under this Contract for the cost of any such repairs.

ARTICLE 13. QUALITY OF WORKMANSHIP, MATERIALS, AND EQUIPMENT

Section 13.01 Standard of Performance

In addition to performing the Work in full compliance with the Contract Documents, the Contractor will perform, or cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill, care, and diligence normally exercised by qualified and experienced contractors in performing work in projects of a scope and magnitude comparable to the Project.

ARTICLE 14. TESTING AND INSPECTION

Section 14.01 Inspection of Work

1. The Commission, the Architect, the Commission Representative, and all consultants of the Commission retained to do testing, commissioning or inspection, will at all times have access to the Work wherever and whenever it is in process. The Contractor must provide proper and safe facilities for access and inspection.
2. The Contractor will cooperate with inspecting agencies and provide appropriate access. If the inspection is made by an authority other than the Architect or Commission, the Contractor will inform the Architect and Commission Representative in writing of the date fixed for such inspection no less than 3 business days prior to such date.
3. If the specifications, the Architect's instructions, laws, ordinances or any public authority require any Work to be specifically tested or approved, the Contractor will give the Commission Representative no less than 3 business days written notice of the Work's readiness for inspection by the Architect. Required certificates of inspection must be secured by the Contractor. Inspections by the Architect will be promptly made, and where practicable, at the source of supply.
4. Any Work covered up without approval, inspection, or consent of the Architect when such approval, inspection or consent is required by the Contract Documents, will be uncovered for examination as required by the Architect or Commission, and will be replaced and/or re-covered, all at the Contractor's expense. Examination of Work previously covered up with the approval or consent of the Architect may be ordered by the Architect to be uncovered, and if so ordered, such Work will be

uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Commission will reimburse the Contractor for such uncovering and re-covering. If such Work is found to be not in accordance with the Contract Documents, the Contractor will pay all costs of uncovering, replacement, and re-covering, as well as any corrections or repairs made to the Work.

5. The Contractor will place its field engineering force at the Commission Representative's disposal for field checking during any inspection period. When layouts of the Work are to be made, the Contractor will notify the Commission Representative in sufficient time that the Architect may be present.
6. The Architect is not authorized to make any changes or modifications in the Contract Documents, to direct the performance of additional Work, or to waive the performance by the Contractor of any requirements of the Contract Documents. Any changes to the Work will be in accordance with the provisions of Article 17. "Changes in the Work."
- 7.

ARTICLE 15. PROJECT ACCOUNT RECORDS

Section 15.01 – 15.07 [NOT USED]

Section 15.08 Project Account Records

1. Project data and records
 - a. The Contractor and each Subcontractor must keep an accurate record showing the names, occupation, and the actual hourly wages paid to all laborers, workers, and mechanics employed by them in connection with the Work. Such record must be open at all reasonable hours to the inspection of the Commission and to the Director of Labor of the State of Illinois and his/her deputies and agents. The Contractor also must furnish the Commission with certified copies of its payrolls in accordance with Section 16.02 "Payment Applications."
 - b. The Contractor and all Subcontractors must furnish the Commission with such information as the Commission may require relating to labor and materials, including all information necessary to determine the cost of the Work, such as the number of workers employed, their pay, the distribution of labor into Work items, equipment time distribution, and any other information which the Commission may require. The Contractor must, on request, furnish the Commission with copies of delivery tickets and invoices covering the expenditures on the Contract.
2. Audits
 - a. The Contractor must furnish to the Commission Representative such information as may be requested relative to the progress, execution, and cost of the Work. The Contractor must maintain complete records showing actual time devoted and costs incurred. The Contractor must maintain its books, records, documents, and other evidence and adopt accounting procedures and practices sufficient to record properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the Work for 7 years after final payment. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
 - b. All books and accounts kept by the Contractor in connection with the Work, whether in hard copy, digital or other electronic form, must be open to inspection and audit by authorized representatives of the Commission. The Contractor must make these records available at reasonable times during the performance of the Work and must retain them in a safe place and make them available for inspection and audit for at least 7 years after final payment. No provision in this Contract granting the Commission right of access to records documents is intended to impair, limit, or affect any right to access to such records and documents which the Commission would have had in the absence of such provisions.
 - c. The Contractor must reimburse the Commission for the costs of such audits if the audit demonstrates that the Contractor overstated the amount due on any invoice by 2% or more. This is in addition to the Contractor's obligation to reimburse the Commission for any overstated amount that might have been paid to Contractor.

3. Confidentiality

All of the reports, information, or data prepared or assembled by or provided to the Contractor under this Contract are confidential and the Contractor agrees that, except as specifically authorized herein or as may be required by law, it will not make available said reports, information, or data to any other individual or organization without the prior approval of the Commission. This requirement will survive expiration or termination of this Contract.

ARTICLE 16. PAYMENTS

Section 16.01 Contract Price

The Contract Price is the total dollar amount of the bid accepted by the Commission, including all Change Orders, and includes all labor, equipment, materials, permits, licenses, fees, and taxes necessary to perform the Work, except the cost of the City of Chicago building permit, which will be paid by the Commission.

Section 16.02 Payment Applications

It is the duty of the Contractor to effectively manage the payment application process and all related paperwork. The Contractor is responsible to the Commission for securing and delivering all paperwork required by the Contract to be submitted for payment, including Subcontractor, consultant and material supplier lien waivers, certified payrolls, and all other required documents.

Failure of the Contractor to promptly submit its payment applications to the Commission, in proper and complete form, will constitute a material breach of this Contract, and constitute cause for termination. No payment application will include payment for Work for which the Contractor has not been billed by the applicable subcontractor, material supplier, service provider or consultant.

Contractor will submit payment applications in such a manner so as not to delay payment to any Subcontractor, material supplier, consultant or service provider whose billing and lien waiver paperwork is complete.

1. Schedule of Values

No later than 15 days after the Notice to Proceed, the Contractor will submit to the Commission Representative a Schedule of Values, in triplicate, showing values of the Work to be performed by it and its Subcontractors containing such supporting details or other evidence as to its correctness as the Architect and Commission Representative may require. The Schedule of Values will list the value for each construction activity broken down by materials and labor to be included in the Schedule. When approved by the Commission Representative, the Schedule of Values will be used as a basis for certificates of payment unless it is found to be in error.

2. Payment Application Procedures

On the invoice target date of each month, the Contractor will submit to the Commission Representative, in triplicate, an application for partial payment including a notarized affidavit stating that it has complied with the requirements of the Contract. The submission shall be one (1) original hard copy to the Commission Representative and at the same time submission electronically through the Commission's designated web based system. The Contractor must also provide a Contractor's Sworn Statement and Affidavit for Partial Payment. The affidavit must be supported by receipts or receipted vouchers, and lien waivers, evidencing payments for such materials, services, labor, and payments to Subcontractors, together with a waiver of lien covering the amount for which the current payment is being requested and such other evidence of the Contractor's right to payment as the Commission Representative may direct. The application for partial payment will conform to approvals made by the Commission Representative at the payment review meeting.

3. Certified Payrolls

Three copies of certified payrolls for the payment period are to be submitted by the Contractor and all Subcontractors working on the Site to the Commission every week. All payrolls must be identified with Contractor or Subcontractor's name and Contract name and number, and must be sequentially numbered. The payroll will be submitted by the Contractor and Subcontractor until all Work by that Contractor or Subcontractor is completed. If there are periods of no Work by Contractor or a Subcontractor, a payroll labeled "NO WORK" will be submitted. The final payroll will be labeled "FINAL." Race, worker classification, and gender must be clearly marked for each employee on the certified payroll along with all additional information required by the Commission. An employee's address should appear every time his/her name appears on the payroll.

4. Documentation Supporting Monthly Payment Applications

For the first Payment Application, the Contractor must provide its own Contractor's Sworn Statement and Affidavit for Partial Payments (Contractor's Sworn Statement) and its Contractor's Waiver of Lien for Partial Payment (Contractor's Waiver of Lien) in support of the Payment Application.

For the second Payment Application, and all subsequent Payment Applications, except the final one, the Contractor must provide: its own Contractor's Sworn Statement, its own Contractor's Waiver of Lien for the current Payment Application and Waiver of Lien To Date and Contractor's Affidavit from all of its First-tier Subcontractors. In addition, the Contractor must provide Supplier's Waiver of Lien for Final Payment (Supplier's Partial Waiver) for its material suppliers from the prior Payment Application.

For the Final Payment Application, the Contractor must provide the Contractor's Sworn Statement and Affidavit for Final Payment and the Contractor's Final Release and Waiver of Lien. In addition, the Contractor must provide Final Waiver of Lien and Contractor's Affidavits for all its Subcontractors, and provide the Supplier Final Release and Waiver of Lien for all Suppliers that have not previously furnished a Final Release and Waiver of Lien.

Section 16.03 – 16.08 [NOT USED]

Section 16.10 Prompt Payment for Subcontractors

The Illinois Prompt Payment Act, 30 ILCS 540/1.01 *et. seq.* requires prompt payment to subcontractors and suppliers, by the General Contractor for work that has been satisfactorily completed.

Section 16.10 Subcontractor Claims

The Contractor must pay, or otherwise use its best efforts to satisfy all lawful claims made against it by Subcontractors and all lawful claims made against it by other third persons arising out of, or in connection with, or because of its performance of the Contract. The Contractor will further cause all of its Subcontractors to pay, or otherwise use its best efforts to satisfy all lawful claims made against them. In the event such lawful claims are not satisfied, or the Contractor fails to use its best efforts to satisfy such lawful claims, the

Commission is hereby empowered to disburse such sums for and on account of the Contractor directly to the respective parties to which the sums are due and owed.

Section 16.11 Pay Applications and Payments Subject to Review

The Commission shall not be precluded or estopped by any measurement, estimate, or certificate made by Contractor or any Subcontractor either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The Commission will not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its sureties such damages as the Commission may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Section 16.12 No Waiver of Legal Rights

Neither the acceptance by the Commission nor any payment by the Commission will operate as a waiver of any portion of the Contract, or of any power herein reserved, or any right to damages herein provided. If the Commission elects to waive any breach of this Contract, that waiver will not be held to be a waiver of any other or subsequent breach.

The Commission will not be precluded or estopped from showing the true amount and character of the Work performed and materials furnished by Contractor, or from showing that any measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform to the Contract. The Commission will not be precluded or estopped from recovering from the Contractor and/or its sureties such damages as the Commission may sustain by reason of Contractor's failure to comply with the terms of the Contract.

Section 16.13 Liens

Whenever the Commission receives notice in writing of a lien or claim of money due from the Contractor to any Subcontractor, worker, or employee for Work performed or for materials or equipment furnished and used in or about the Work, the Commission may direct that the amount of such claim be deducted from payments due or to become due the Contractor and withheld by the Commission until such claim has been paid or otherwise discharged. This provision is to be construed as being solely for the benefit of the Commission, and will not require the Commission to determine or adjust any claims or disputes between the Contractor and its Subcontractors, workers, or employees, or to withhold any money for their protection, unless the Commission elects to do so. This provision is not to be construed as conferring any rights hereunder for the benefit of Subcontractors, workers or employees, or as enlarging or altering the application or effect of existing lien laws.

The final payment will not become due until the Contractor delivers to the Commission complete release of all liens, financial obligations or claims from the Contractor, Subcontractors, and other agents acting on its behalf in connection with the Work, arising out of the Work, and an affidavit that so far as it has knowledge or information, the releases include all the labor and material for which a claim could be made or a lien could be filed. If any lien remains unsatisfied after all payments have been made, the Contractor must refund to the Commission all moneys that the Commission may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

ARTICLE 17. CHANGES IN THE WORK

Section 17.01 Owner's Right to Change Work

The Commission reserves the right to order, in writing, changes in the Work or the Schedule without prior notice to the Contractor's surety. The Contractor is obligated to perform the changed Work included in the written notice from the Commission in a timely manner. The Contractor must begin the changed Work upon receipt of a Field Order signed by the Commission Representative.

Section 17.02 – 17.02 [NOT USED]

Section 17.04 Change Orders Finalize the Terms of Field Orders

The final terms and provisions of a Field Order, including any adjustment in the Contract Sum and/or the time for the performance of the Work, will be memorialized in a written Change Order signed first by the Contractor then by the Executive Director.

Section 17.05 Contractor's Release

Any and all Change Orders are a full release of the Commission from any liability for any additional compensation or extension of time arising or resulting from the circumstances that gave rise to, and the Work performed pursuant to, a Change Order. By acceptance of a Change Order, the Contractor accepts the compensation and/or time extension provided in full accord and satisfaction for that Change Order, and expressly waives, releases, and relinquishes any and all additional claims and demands relating to, or arising out of, the matters covered by that Change Order. The release that the Contractor must sign will state: "By executing this Change Order, Contractor certifies that it has reviewed and accepts the compensation and/or time extension provided in full accord and satisfaction for this Change Order and that it expressly waives and releases any and all additional claims and demands relating to, or arising out of, the matters covered by this Change Order as more fully described in the exhibit attached hereto including but not limited to: direct, indirect, overhead, home or field office costs; profits; damages; disruptions and impact."

Section 17.06 Performance of Changed Work

The Contractor will promptly proceed with any changes in the Work or Target Schedule as directed by a Field Order in accordance with Section 17.01 "Owner's Right to Change Work." The Contractor's refusal or failure to proceed promptly as directed with the changed Work or changes in the Target Schedule constitutes an event of default under the Contract. No change to the Work by the

Contractor as directed by the Commission will invalidate the Contract or release the Contractor's surety.

ARTICLE 18. CLAIMS AND DISPUTES

This provision of the Contract applies to claims for time and/or money based on: differing site conditions; changes in the work (directed in writing by Commission Representative or identified by Contractor), and all other claims made under the Contract.

In the event of any disagreement between the Contractor and the Commission Representative which the Contractor and the Commission Representative have attempted, but been unable, to resolve, including, without limitation, changes, time extensions, claims, allowable costs or any other issues of fact or Contract interpretation based upon, relating to, or arising under the Contract, a request for resolution of the dispute must be submitted to the Executive Director by the Contractor for final determination. The Contractor may not file a dispute until there has been a denial of the claim, which was the basis for the dispute, by the Commission Representative.

Requests for resolution of disputes must be made by the Contractor in writing to the Executive Director, and copied to the Commission Representative. The Commission Representative shall have thirty (30) days to respond in writing to the Executive Director and Contractor. However, the Commission Representative may request, and the Executive Director may allow an additional period of time to respond. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable by the Executive Director.

The Executive Director's final decision shall be rendered in writing no more than thirty-five (35) days after receipt of the response of the Commission Representative was filed or was due, unless the Executive Director notifies the Contractor and Commission Representative before the end of the thirty-five (35) day period that an additional period, not to exceed thirty (30) days, is needed for the Executive Director to respond. The Executive Director's decision shall be conclusive, final, and binding on all parties unless a judicial determination is sought in accordance with the provisions set forth below.

If either the Contractor or Commission does not agree with the decision of the Executive Director, the sole and exclusive remedy is judicial review by a common law writ of certiorari. Unless such review is sought within thirty-five (35) days of receipt of the Executive Director's decision, all right to seek judicial review is waived.

The Contractor may not withhold performance of and must prosecute any Work required by the Contract during the dispute resolution period, including judicial resolution. The Contractor must prosecute all of its Work, including any disputed Work, with the same diligence and effort as if no dispute existed. The Executive Director's written determination must be complied with pending final resolution, including judicial resolution of the Dispute. Neither the Executive Director's determination, nor the actions of the Contractor or the Commission Representative in connection therewith, nor the continued performance by either party, shall constitute an admission as to any factual and/or legal position in connection with the dispute or a waiver of any rights under the Contract.

Administrative Appeal of Dispute: The Contractor must follow the procedures set out in this Article 18, "Claims and Disputes", and receive the Executive Director's final decision as a condition precedent to filing a judicial review of the decision by common law writ of certiorari.

ARTICLE 19. EVENTS OF DEFAULT AND TERMINATION

Section 19.01 Events of Default

The Contractor's failure to perform any of its obligations under the Contract, including but not limited to the following, are events of default: failure to begin the Work at the time specified; failure to perform the Work in accordance with the Contract Documents; failure to perform the Work with sufficient workers, equipment, or materials to ensure the completion of the Work or any part of the Work within the time specified by the Contract; persistent or repeated refusal or failure (except in cases for which extension of time is provided) to supply adequate skilled workers or proper materials; unauthorized discontinuance of the Work; failure to promptly remove materials, or repair, or replace Work that was rejected as defective or unsuitable; failure to make prompt payment to Subcontractors, whether for material or labor; failure to submit all documents required by the Contract Documents or Commission, including but not limited to timely submission of payment applications; failure to prosecute the Work in a manner acceptable to the Commission or in a manner that does not comply with all laws applicable to the Work; persistently disregarding laws, ordinances, or instructions of the Commission, or Commission Representative; or, failure to comply with any other term of the Contract that states an event of default or otherwise engages in a substantial violation of any provision of the Contract Documents; interruption or delay of Work for reasons within the Contractor's control, including, but not limited to, labor interests or disputes; failure to comply with federal, state, or local safety requirements; the Contractor's default on a contract with the PBC, CHA, CTA, or City of Chicago; the Contractor's failure to be licensed as a "General Contractor" as required by Chapter 4-36 of the Chicago Municipal Code, at all times throughout the term of the Contract or Contractor's loss of its general license; disqualification as an MBE or WBE of the Contractor or any joint venture partner, Subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the Contract and such status was misrepresented by Contractor; Contractor becomes insolvent or bankrupt, attempts assignment of all or any part of the proceeds of this Contract, makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency any of which negatively impacts Contractor's ability to pay Subcontractors or perform the work.

Section 19.02 Remedies

In the event of a default by Contractor, the Commission, in its sole discretion, may send the Contractor notice of the Commission's intent to exercise any or all of the remedies below.

1. **Termination.** The Commission may terminate the Contract. Written notification of the default and termination of the

Contract will be provided to the Contractor and the surety by the Executive Director. The Executive Director's decision and declaration of termination is final and effective.

2. **Notice to Cure.** The Executive Director may provide the Contractor the opportunity to cure the default. The Contractor must cure the default within 10 Days of receipt of the notice from the Executive Director or such time period stated in the Notice to Cure. If the Executive Director does not receive written acknowledgement from the Contractor that it will cure the default within the stated cure period or if the Contractor does not act to cure the default, the Executive Director may terminate the Contract, in which event the termination of the Contract is final and effective.
3. In addition to the foregoing, upon an event of default in Section 19.01, "Events of Default," the Commission may invoke any or all of the following remedies:
 - a. The right to take over and complete the Work, or any part thereof, either directly or through others, and to hold the Contractor liable for any amounts paid for such Work above those amounts the Commission would have paid the Contractor for that same Work
 - b. The Commission may use the Contractor's Subcontractors, materials, and equipment to complete the Work. Upon the Commission's notification to the Contractor invoking this remedy, any and all rights the Contractor may have in or under its subcontracts are assigned to the Commission. The Contractor must promptly deliver such documents upon the Commission's request. In case of any subcontract so assigned and accepted by the Commission, the Contractor remains liable to the Subcontractor for any payment already invoiced to and paid by the Commission, and for any claim, suit, or cause of action based on or resulting from any error, omission, negligence, fraud, willful or intentionally tortious conduct, or any other act or omission, or breach of Contract, by the Contractor, its officers, employees, agents, and other Subcontractors, arising prior to the date of assignment to the Commission, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. The Contractor must notify its Subcontractors of these requirements.
 - c. The right to terminate the Contract as to any or all of the Work yet to be performed.
 - d. The right of money damages, including, but not limited to reasonable expert witness or other consultant fees, reasonable court costs, and reasonable attorney's fees which the Commission may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default hereunder.
 - e. The right to withhold all or any part of the Contractor's compensation yet to be paid by the Commission.
 - f. The right to terminate any or all other contracts that Contractor may have with the Commission.
 - g. The right to deem the Contractor non-responsible in future contracts to be awarded by the Commission.

Section 19.03 Non-exclusivity of Remedies

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies, but each and every remedy is cumulative and is in addition to any other remedies, existing now or hereafter, at law or in equity. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor do they waive any event of default or acquiesce thereto, and every such right and power may be exercised by the Commission from time to time and as often as may be deemed appropriate.

Section 19.04 Commission's Right to Terminate Contract

1. The Commission may, at its sole discretion, exercise the right to send the Contractor notice under Section 19.02.1 "Commission's Right To Terminate Contract," or 19.02.2 "Notice to Cure." Whether to declare the Contractor in default is within the sole discretion of the Executive Director and neither that decision nor the factual basis for it is subject to review or challenge under Article 18 "Claims and Disputes."
2. If termination of the Contract occurs by the Commission under Section 19.02.1 or 19.02.2, the Commission may use the material and equipment, whether owned or leased, which is within the scope of the Work or necessary for completion of the Work and paid for by the Commission (whether located on or off the Site) to complete the Work. The Contractor will receive no further payment until the Work is completed. However, if the cost of completion exceeds the unpaid balance of the Contract, the Contractor must pay the difference to the Commission immediately upon demand.
3. If termination occurs, all costs and changes incurred by the Commission, together with the cost of completing the Work, are deducted from any moneys due or which may become due to the Contractor. When the expense incurred by the Commission exceeds the sum which would have been payable under the Contract, the Contractor and the surety are liable and will pay the Commission the amount of such excess.

Section 19.05 Court Adjudication of Termination

If the Contract is terminated by the Commission for cause and it is subsequently determined by a court of competent jurisdiction that such termination, an early termination, was without cause, such termination will thereupon be deemed under Section 19.06 "Termination for Convenience," and the provisions of Section 19.06 "Termination for Convenience" apply.

Section 19.06 Termination for Convenience

1. The Commission reserves the right, for its convenience, to terminate the Work of the Contractor by written notice stating the

effective date of such termination. In such case, the Contractor and Subcontractors will (except for services necessary for the orderly termination of the Work): stop all Work; place no further orders or subcontracts for materials, services, equipment, or supplies; assign to the Commission (in the manner and to the extent directed) all of the rights of the Subcontracts relating to the Work; take any action necessary to protect property of the Commission and property in the Contractor's possession in which the Commission has, or may acquire, an interest; and take any other action toward termination of the Work which the Commission may direct.

2. Contractor's compensation for all work provided prior to the effective date of the termination and costs of stopping the work shall be paid based on the Termination for Convenience provision of the Federal Acquisition Rules and all interpretations of those rules and all cases decided regarding the rules.
3. After receipt of a notice of termination pursuant to this Section 19.06 "Termination for Convenience," Contractor will submit to the Commission Representative its final invoice in the required form, with supporting documentation. The Commission may require certified payrolls, receipts, and other proof of expenditures. The final invoice must be submitted promptly, but in no event more than 60 Days after the effective date of termination.

Section 19.07 Suspension of Work

1. The Commission has authority to suspend the Work, wholly or in part, for such period of time as the Commission may deem necessary due to conditions unfavorable for the satisfactory prosecution of the Work, or conditions which, in the Commission's opinion, warrant such actions; or for such time as is necessary to carry out directions given by the Commission Representative; or to perform any or all provisions of the Contract. The Contractor will not receive compensation for suspension of part of the work. If the Commission suspends the entire project for a period exceeding seven (7) calendar days, the Contractor will be compensated for the following listed costs for each day thereafter. The costs to be paid are limited to: demobilization and remobilization, the Contractor's field supervision costs (based upon the approved staffing plan), and idle equipment costs or any other cost out of the control of the Contractor during the suspension period as provided in Article 17, "Changes In The Work." This provision is not applicable if the suspension and/or costs were caused by any act or omission of the Contractor.
2. If it becomes necessary to stop Work for an indefinite period of time, the Contractor must store all materials in such manner that they will not become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed and erect temporary structures where necessary. The Contractor must not suspend work without written consent from the Commission.

ARTICLE 19. [NOT USED]

ARTICLE 20. [NOT USED]

ARTICLE 21. COMPLIANCE WITH ALL LAWS

Section 21.01 Contractor Must Comply with All Laws

1. The Contractor must at all times observe and comply, and must cause its Subcontractors to observe and comply, with all applicable Federal, State and local laws, ordinances, codes, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of the Contract. Provision(s) required by law, ordinance, codes, rules, regulations, or executive orders to be inserted in this Contract are deemed inserted, whether or not they appear in this Contract. In no event does the failure to insert such provision(s) prevent the enforcement of such provision(s) of this Contract.
2. In performing the Work, the Contractor must follow the most stringent of the applicable agency and code requirements. The Contractor is fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work.

Section 21.02 Equal Employment Opportunity

1. The Contractor will be required to comply with all laws with respect to the employment of labor and payment of local prevailing wage rates.
2. Non-Discrimination
 - a. It is an unlawful employment practice for a Contractor to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to compensation or the terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify employees or applicants for employment or otherwise; or to adversely affect such individual's status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin.
 - b. Federal Requirements. Each Contractor will comply with the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq. (1981), as amended. Each Contractor will further comply with all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. 1447, 42 U.S.C. 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. 706, 42 U.S.C. 12101-12213, 47 U.S.C. 152, 221, 225, 611 (1992); 41 C.F.R. 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990).

- c. State Requirements. Each Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended, the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and the Environmental Barriers Act, 410 ILCS 25/1 et seq. The Contractor will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations.
 - d. City Requirements. Each Contractor must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. Further, each Contractor will furnish such reports and information as requested by the Chicago Commission of Human Relations.
 - e. Subcontractors. Each Contractor agrees that all of the above provisions will be incorporated in all agreements entered into with any suppliers of materials, providers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any such materials, labor, or services in connection with this Contract.
3. Employment procedures: Preferences and Compliance
- a. Salaries of employees of Contractor, performing Work under this agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations.
 - b. Contractor certifies that it is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).
 - c. The Contractor will also comply with all applicable Anti-Kickback laws and regulations, including the Anti-Kickback Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et seq. If, in the performance of this agreement, there is any direct or indirect kickback as defined in any of the above-mentioned laws and regulations, the Commission may withhold from the Contractor, out of payments due to the Contractor, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Contractor to the respective employees to whom they are due, as determined by the Commission in its sole discretion.
4. The Contractor assumes all liability for the payment of any unemployment benefits payable under any federal or state law to individuals employed by it during the progress of the Work covered by this Contract.
5. A breach of any of the requirements of this Section 21.02 may be grounds for termination of the Contract.

ARTICLE 22. MISCELLANEOUS

Section 22.01 Counterparts

This Contract may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed and original having identical legal effect.

Section 22.02 Governing Law

This Contract is governed in accordance with the State of Illinois without regard to choice of law principles. The Contractor irrevocably submits and causes its Subcontractors to submit to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Contractor agrees that service of process on the Contractor may be made, at the option of the Commission, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor.

Section 22.03 Consent to Service of Process and Jurisdiction

All judicial proceedings brought against the Contractor with respect to this Contract may be brought in (1) any court of the State of Illinois of competent jurisdiction; and (2) any Federal court of competent jurisdiction having *situs* within the boundaries of the Federal court district of the Northern District of Illinois, and by execution and delivery of this Contract, the Contractor accepts, for itself and in connection with it properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered from which no appeal has been taken or is available. The Contractor will designate and appoint a representative as its agent in Chicago, Illinois to receive on its behalf service of all process in any such proceedings in such court (which representative will be available to receive such service at all times). Said agent may be changed only upon the giving of written notice by the Contractor to the Commission Representative of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago and is retained or employed by the Contractor. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of *forum non conveniens*) which it may now or hereafter have to bring any action or proceeding with respect to this Contract in the jurisdiction set forth above. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right to the Commission to bring proceedings against the Contractor in the courts of any other jurisdiction.

Section 22.04 No Third Party Beneficiaries

Except as otherwise be provided herein, the parties agree that this Contract is solely for the benefit of the parties and nothing herein

is intended to create any third party beneficiary rights for Subcontractors or any other third party.

Section 22.05 Notices

1. Notices, unless expressly provided for otherwise in this Contract, must be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as indicated herein.
2. Notices delivered by mail are deemed effective 3 Days after mailing in accordance with this section. Notices delivered personally are deemed effective upon receipt. The addresses stated herein may be revised without need for modification or amendment of this Contract, provided written notification is given in accordance with this section.

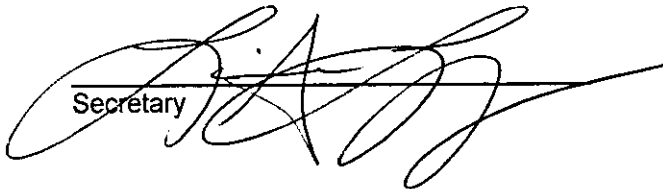
Section 22.06 Authority

1. **Commission's Authority.** This Contract is entered into by virtue of the authority conferred on the Commission in accordance with 50 ILCS 20/21.
2. **Contractor's Authority.** Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

ACCEPTANCE OF BID

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the _____ day December, 2012.

PUBLIC BUILDING COMMISSION OF CHICAGO

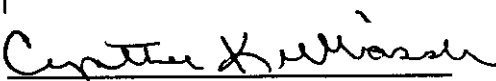

Secretary


Chairman

BERGLUND CONSTRUCTION COMPANY

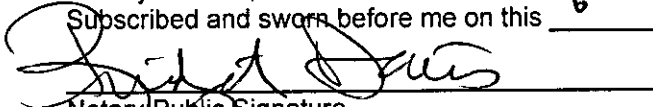
By: 
Jack Tribbia - President Restoration

ATTEST

By: 
Cynthia Kielbasinski - Secretary

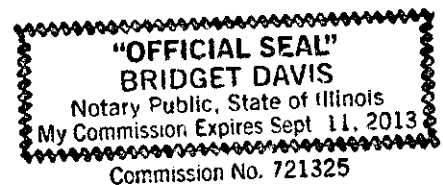
NOTARY PUBLIC

County of Cook, State of Illinois:
Subscribed and sworn before me on this 6th day of December, 2012.



Notary Public Signature

(SEAL)

Commission Expires: 9/11/2013



Approved as to form and legality:


Neal & Leroy, LLC Date: 12-13-12

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1548

PERFORMANCE AND PAYMENT BOND

Contract No. C1548

Bond No. 105851257

KNOW ALL MEN BY THESE PRESENTS, that we, Berglund Construction Company,
a corporation organized and existing under the laws of the State of Illinois, with offices in the City of
Chicago, State of Illinois, as Corporate Principal, and
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Connecticut
a corporation organized and existing under the laws of the State of Connecticut, with offices in the State of
Illinois, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,
hereinafter called "Commission", in the penal sum of Five Hundred Seventy-Nine Thousand Five
Hundred Dollars and No Cents (\$79,500.00) for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these
presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto
attached, with the Commission, dated November 13, 2012, for the fabrication, delivery, performance and
installation of

Chicago Public Safety Headquarters
3510 S. Michigan Avenue
Precast Concrete Panels Repair
Project # 04610

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and
any extension thereof that may be granted by the Commission, with or without notice to the Surety, and
during the life of any guarantee required under the Contract, and shall also well and truly perform and
fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized
modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons,
firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work
provided for in the Contract, and any and all duly authorized modifications of said Contract that may be
made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and
protect the said Commission, its legal successor and representative, from all liability in the premises and

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1548

from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum Five Hundred Seventy-Nine Thousand Five Hundred Dollars and No Cents (\$79,500.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1548

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this December 7th, 2012 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal (Seal)

City State

CORPORATE SEAL

ATTEST:

BERGLUND CONSTRUCTION COMPANY
Corporate Principal

BY Cynthia Kellbach

Secretary
Title

BY Wesley Berglund

President
Title

8410 S. Chicago Avenue
CHICAGO, ILL 60617

Travelers Casualty and Surety Company

BY _____

Business Address & Telephone

Corporate Surety of America
Oscar F. Rincon

Title Oscar F. Rincon
CORPORATE SEAL
215 Shuman Blvd., Naperville, IL

FOR CLAIMS (Please Print):
Contact Name: Todd Baraniak

Business Address: 215 Shuman Blvd., Naperville, IL 60563

Telephone: 630-961-7002 Fax: 866-216-5979

The rate of premium of this Bond is \$ 7.80/M Decreasing per thousand. **
Total amount of premium charged is \$ 4520.00 **

* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

** Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1548

BOND APPROVAL

BY

Secretary,

Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, CYNTHIA KIELBASINSKI, certify that I am the CORPORATE Secretary of BERGLUND CONSTRUCTION COMPANY, corporation named as Principal in the foregoing performance and payment bond, that FRED BERGLUND who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 11 day of Dec 2012.

CORPORATE SEAL



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225662

Certificate No. 005219739

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Rosemary Muliere, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Petersen, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, Ann Mulder, Matthew Donovan, Joanna L. Leggett, Matthew Tobias, Launa Reidenbach, William Matthews, Mary D. Thomas, Anthony Engeltjes, Richard Valente, Brendan Reilly, and Amber Derkson

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of October, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 4th day of October, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

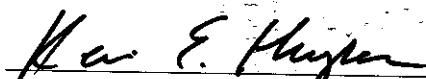
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of December, 20 12.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



STATE OF ILLINOIS
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby
certify that Oscar F. Rincon Attorney -in-Fact, of the:

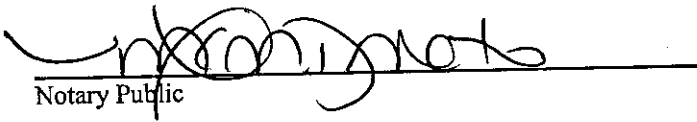
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
SEABOARD SURETY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

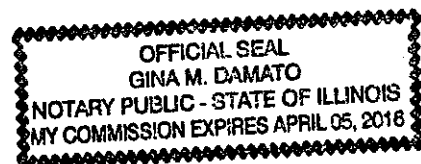
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and
delivered said instrument for and on behalf of:

TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
SEABOARD SURETY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said
County, this 7th day of December A.D. 20 12


Notary Public



Mr. Michael Murphy, Engineer
Thornton Tomasetti
330 N. Wabash Avenue, Suite 1500
Chicago, IL 60611

September 27, 2012

**Re: Chicago Public Safety Headquarters
Precast Concrete Panels Repair
Post Bid Interview Clarifications**

Dear Mr. Murphy:

Following are Berglund Construction's clarifications to yesterday's post-bid interview for the Chicago Public Safety Headquarters project.

1. **Alternate 1, 100% Precast Sealant Replacement – Suspended Scaffold Cost:**
The total cost of this alternate was based upon rigging each scaffold drop 1 time. It was assumed that this work would be performed while each drop is being inspected. If this alternate is accepted and we are required to rig the suspended scaffold at each drop upon completion of the repairs, an additional \$23,000 would be required.
2. **Daily General Conditions Fee:**
If the project is delayed past the 10-week anticipated project schedule due to additional interior phasing required by the owner, additional general conditions fees will be required. The daily general conditions fee for this project is \$2,979.00. This covers additional full time onsite supervision, trucking, project management and laborer to assist in relocating office furniture.
3. **Normal Working Hours:**
If the interior repairs are allowed to be completed during normal working hours in lieu of the specified 7 PM – 7 AM off hours, there would be no cost savings. This is based upon the anticipated loss in production due to the occupied work space.
4. **Unknown Quantity of Gravity Connection Per Column Side (Left and Right):**
If we are required to expedite the fabrication of gravity connections prior to knowing the actual quantity of each type, we recommend carrying an allowance of \$2,500 to cover any unused units.
5. **Perform Exterior Repairs in Spring of 2013:**
The additional cost to perform the sealant work (alternate 1) and exterior façade repairs in Spring of 2013 is \$6,500.00. This covers additional trucking and general condition fees required to perform the work as a separate project.
6. **Precast Gravity Connection Repairs, bid form item 2a & 3a:**
These repairs will be performed using union Mason tradesman. Approximately 75% of the total cost is labor and the remaining 25% is material. A 2-3 man crew will install 4-6 connections each day.

After your review, do not hesitate to contact me to further discuss any items.

Sincerely,
BERGLUND CONSTRUCTION


John McHugh, Estimator

cc: Ms. Rachel Jackson, TT

Corporate Headquarters

Indiana Office

Chicago Office

Ohio Office



Chicago Public Safety Building

Bid Clarifications/Qualifications

- 1.) The specified 10 year material and labor sealant warranty can't be provided from BASF. BASF only offers a 5 year material warranty for NP-1 sealant.
- 2.) Permit fees have been excluded. If the project isn't exempt from permits an additional \$2,500 will be required.
- 3.) Bid item 2.b includes restoring interior finishes (full height) at 102 column locations at the 2, 3 & 4 floor along all elevations as shown on the drawings.
- 4.) Bid item 3.b includes restoring interior finishes (full height) at 7 column locations at the 1 floor along the north elevations as shown on the drawings. Bid item 3.b also includes restoring interior finishes above the acoustical ceiling at the precast connections only. The new drywall will be boxed out around the connections. No finish painting has been included at these locations.
- 5.) We assume any cost of performing employee background checks will be paid by owner.
- 6.) The project documents call for a limited 10 week construction schedule. This limited schedule will require multiple crews to be working multiple floors. If this isn't allowed due to the owner's occupation of the space and the project schedule is extended additional dollars for general conditions may be required.
- 7.) Our bid includes a 3 year labor warranty and standard manufacturer warranties only.
- 8.) It's assumed that no obstruction will block our work area above the drop ceiling. Any obstruction will be relocated using the allowance dollars.
- 9.) Painting of interior walls on exterior walls has been included 100% on floors 2, 3 & 4. Painting of the 1st floor interior walls is only included on the north wall at column line 1. Owner is responsible to remove and reinstall any items hung on the wall.

**SECTION 00 40 00
REVISED BID FORM**

PROJECT: Chicago Public Safety Headquarters
Precast Concrete Panel Repairs
3510 South Michigan Avenue
Chicago, Illinois

FOR: Public Building Commission of Chicago
Chicago, Illinois

BID FROM:

Name:	Berglund Construction Company
Address:	8410 S. South Chicago Avenue
Address:	Chicago, IL 60617
Telephone:	773.374.1000
Date:	September 12, 2012

THE UNDERSIGNED:

A. Acknowledges:

1. Receipt of the Project Manual and Drawings for TT Project No. C12099.10 "Precast Concrete Panel Repairs, 3510 South Michigan Avenue," dated August 23, 2012.
2. Receipt of Addenda:

No.	<u>1</u>	, dated	<u>September 7, 2012</u>
No.	<u> </u>	, dated	<u> </u>
No.	<u> </u>	, dated	<u> </u>

B. Has examined the site and all bidding documents, upon which this Bid is based, and is cognizant of the Contract requirements and conditions affecting the Work.

C. Agrees that the Owner reserves the right to reject any and all bids and to reject the bid of any person or firm which, in its opinion, has not had sufficient experience in the type of construction on which they are bidding, or who is not provided with the necessary capital, materials, equipment, and supervisory personnel to execute the work to be contracted for the satisfaction of the Owner.

D. Agrees/Affirms to:

1. Hold this Bid open until 60 calendar days after the Bid Opening date.
2. Accept the provisions of the Instructions To Bidders regarding consideration of bids.
3. Enter into and execute a Construction Contract (~~MA Document A107-2007 edition~~), if awarded on the basis of this Bid, and furnish certified proof of insurance coverage in accordance with the Contract Documents, all within 10 days after notice of award.
4. Add the following as "Additional Insured" to the Contractors Insurance Policy:
 - a. Owner: Public Building Commission of Chicago

b. Architect/Engineer: Thornton Tomasetti, Inc.

5. To a retainage of 10% of the billings for work completed until substantial completion form is issued by the Engineer. After substantial completion, 5% of billings will be retained until the completion of the punch list items.
6. Affirms that the following types and amounts of insurance have been purchased and maintained by the Bidder: **COPIES OF SAMPLE INSURANCE CERTIFICATES SHALL ACCOMPANY THE BID SUBMISSION.**

Commercial General Liability Insurance:

General Aggregate	\$ 5,000,000.00
Medical Expenses	\$ 5,000.00

Automobile Liability Insurance

\$ 1,000,000.00

Excess Liability Insurance:

Umbrella Form:	\$ 5,000,000.00
Other than Umbrella Form	\$ 5,000,000.00

Workers Compensation and Employer's Liability Insurance:

Each Accident	\$ 500,000.00
Disease – Policy Limit	\$ 500,000.00
Disease – Each Employee	\$ 500,000.00

NOTE: A WAIVER OF SUBROGATION WILL BE REQUIRED FOR THE WORKERS COMPENSATION POLICY.

7. Bidder shall enclose with their Bid a notarized letter certifying as to their bondability, including available limits of same, and rating of the bonding company.
8. Bidder shall enclose with their Bid a list of the proposed project management staff to be assigned to this project. This shall include (as appropriate) the Project Executive, Project Manager, Assistant Project Manager(s), Superintendent and Foreman.
9. Bidder shall enclose with the bid submission a list of previous projects of similar size and scope, as indicated in Section 00 45 13, Bidder's Qualifications.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2012

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

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

PRODUCER LIC #36-3066541 1-312-288-7700
Willis of Illinois, Inc.

Willis Tower
233 South Wacker Drive, Suite 2000
Chicago, IL 60606

INSURED
Berglund Construction Company

8410 S. Chicago Avenue
Chicago, IL 60617

CONTACT

NAME:

PHONE (A/C, No, Ext): 312-288-7700

FAX

(A/C, No): 312-621-6875

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: AMERICAN CONTRACTORS INS CO RRG

12300

INSURER B: American Contractors Ins.

INSURER C: Hartford Fire Insurance Company

INSURER D: XL Insurance America, Inc.

INSURER E: ACIG Insurance Company

INSURER F: AGCS Marine Insurance Company

COVERAGES

CERTIFICATE NUMBER: 30652092

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X	GL12000001 Primary	06/01/12	06/01/13	EACH OCCURRENCE \$ 5,000,000
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GL12X00001 Excess	06/01/12	06/01/13	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 5,000,000
						GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COMP/OP AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
C	AUTOMOBILE LIABILITY	X	83UENRZ9361	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
D	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	US00058017LI12A	06/01/12	06/01/13	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000					\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	WC12000025	06/01/12	06/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WC12000063	06/01/12	06/01/13	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
F	Leased/Rented Equipment	X	MZI93041656	06/01/12	06/01/13	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Including Leased/Rented Equipment					See below
						Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

****See Attached Endorsements for Additional General Liability Limit Information****

The following are additional insured(s) with respect to the General Liability when required by written contract:
Public Building Commission of Chicago; Thornton Tomasetti Group; The City of Chicago

CERTIFICATE HOLDER

2-12106 Public Building Commission-Chicago Public Safety
3510 South Michigan Avenue Chicago, IL 60616
Public Building Commission of Chicago

50 West Washington Street
Room 200
Chicago, IL 60602

ok eryan

12/14/12

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrea Paris

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ACORD 25 (2010/05)
laurac
30652092

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COI_Berglund_ecr_PoliceHQ_20121214

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that you are required by contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who is an Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.
 2. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 4. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.
 5. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services, including:
 - a) The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or,
 - b) Supervisory, inspection or engineering services.
 6. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 7. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
- C. This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of ISO CG20101185, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2012

Policy No.: GL12000001

Endorsement No.: 0

Policy Effective: 06/01/2012

Premium \$

Insured: Berglund Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2012

Policy No.: GL12000001

Endorsement No.: 0

Policy Effective: 06/01/2012

Premium \$

Insured: Berglund Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2012

Policy No.: GL12000001

Endorsement No.: 0

Policy Effective: 06/01/2012

Premium \$

Insured: Berglund Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

AMENDED LIMITS OF LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Only in the event a written contract requires this policy to provide primary policy limits greater than those provided by this policy, the limits of liability of this policy will be increased to meet those contract requirements. Under no circumstances will the limit of this policy be increased to provide more than a total combined limit between the primary policy and this policy in excess of \$5,000,000 per occurrence, \$5,000,000 aggregate, \$5,000,000 products-completed operations aggregate, \$5,000,000 personal and advertising injury, \$5,000,000 employee benefits aggregate, \$5,000,000 employee benefits per employee, \$1,000,000 stop-gap employers liability bodily injury by accident - each accident, \$1,000,000 stop-gap employers liability bodily injury by disease - aggregate and \$1,000,000 stop-gap employers liability bodily injury by disease - each employee.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2012

Policy No.: GL12000001

Endorsement No.: 0

Policy Effective: 06/01/2012

Premium \$

Insured: Berglund Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2012

Policy No.: WC12000025

Endorsement No.:

Insured: Berglund Construction Company

Premium \$

Insurance Company: ACIG Insurance Company

Countersigned By

Nancy Spafford

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2012

Policy No.: WC12000063

Endorsement No.:

Insured: Berglund Construction Company

Premium \$

Insurance Company: ACIG Insurance Company

Countersigned By

Nancy Spafford

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
12/13/2012

NAME OF INSURED: Berglund Construction Company

E. BASE BID

Proposes to furnish all profit, overhead, labor, materials, equipment, and services, and to perform all Work necessary for the substantial completion of the Work by December 7, 2012. All Work shall be performed as drawn and specified, in strict accordance with the above named Construction Contract Documents, for the stipulated sum indicated below.

Work Item	Description of Work	Est. Qty.	Unit Cost	Total
1.a-1.j	Mobilization and General Conditions	All	Lump Sum	203,411
1.k	Providing Scaffold and Crew for Periodic Exterior Field Observations by the A/E	65 Hours	\$ 172 / Hour	11,180
2.a	Providing Gravity Connections at Interior Face of P1 Precast Concrete Panels	130 Connections	\$ 547 /Connection	71,110
2.b	Interior finishes demolition and replacement at locations indicated in contract documents, total to include:	All (102 Columns)	Lump Sum	137,542
	Removal and Replacement of drywall, metal studs, and insulation	All	\$ -- /SF	-
	Replacement of baseboard trim at locations of drywall replacement to match existing	All	\$ -- /LF	-
	Re-alignment of ceiling tiles to accommodate larger column perimeter	All	\$ -- /SF	-
	Painting of 100% interior finished wall at connection locations	All	\$ -- /SF	-
	Provide dust protection for interior repairs	All	-	-
	Provide 10 columns worth of critical dust protection for interior repairs at third floor computer lab	All	\$976 EA	-
3.a	Providing Gravity Connections at Interior Face of P4 Precast Concrete Panels	30 Connections	\$ 361 /Connection	10,830
3.b	Interior finishes demolition and replacement at locations indicated in contract documents, total to include:	All (7 Columns)	Lump Sum	45,309
	Removal and replacement of drywall, metal studs, and insulation at locations indicated in contract documents	All	\$ -- /SF	-
	Replacement of baseboard trim at locations of drywall replacement	All	\$ -- /LF	-
	Re-alignment of ceiling tiles to accommodate larger column perimeter	All	\$ -- /SF	-
	Provide dust protection for interior repairs	All	-	-
	Painting of 100% interior finished wall at connection locations	All	\$ -- /SF	-
4	Routing and Sealing Cracks in P1 Precast Concrete Panels	50 LF	\$ 15 /LF	750
5	Concrete Patch Repair (0.5 SF or less) in P3 Precast Concrete Panels	30 Patches	\$ 250 /Patch	7,500

6	Survey Floors 2 to 5 for Existing Slab Deflection	1	Lump Sum	12,663
7	Unforeseen Conditions Allowance	1	Allowance	\$25,000
8	Performance Bond, and Labor and Materials Payment Bond	1	Lump Sum	4,205
Total Base Bid (In Words)			Five Hundred Twenty-nine Thousand Five Hundred Dollars	
Total Base Bid (In Numbers)			\$ 529,500.00	

F. ALTERNATES

1. **ALTERNATE #1: 100% Sealant Replacement for floors 2 to 5.** The indicated prices include all work complete, in place, including overhead, profit, insurance, bonds, taxes, and all other expenses for: 100% sealant replacement for panel-to-panel connections of the precast concrete panels for floors 2 to 5. The Contractor shall assume a Urethane Sealant for pricing; refer to Specifications section 079200 Part 2.1 Sealant Materials. If the Owner elects to accept the following proposed alternate, add the following amount:

Add to the Base Bid the sum of:

Fifty Thousand Dollars

Dollars (\$ 50,000)

G. UNIT COST

1. The Undersigned proposed the following Unit Prices for additions to or deductions from the Work wherein Unit Prices are applicable as determined by the A/E and Owner. These Unit Prices are for work complete as measured in place, and include all charges for labor, material, equipment, delivery, taxes, overhead, profit, insurance and all other expenses to complete the work. The Unit Prices shall remain constant through December 31, 2012

Bidder:

Berglund Construction Company

(Legal name of person, firm, or Corporation)

By:



(Name / Title) Jack Tribbia - President Restoration

If a Corporation

ATTEST:



(Secretary) Cynthia Kielbasinski

END OF SECTION

***We reserve the right to discuss various and certain terms of the contract and arrive at a mutually satisfactory and beneficial agreement.**

Thornton Tomasetti

Building Solutions

Project

Project Manual for Precast Concrete Panel Repairs
3510 South Michigan Avenue
Chicago, Illinois

Prepared For

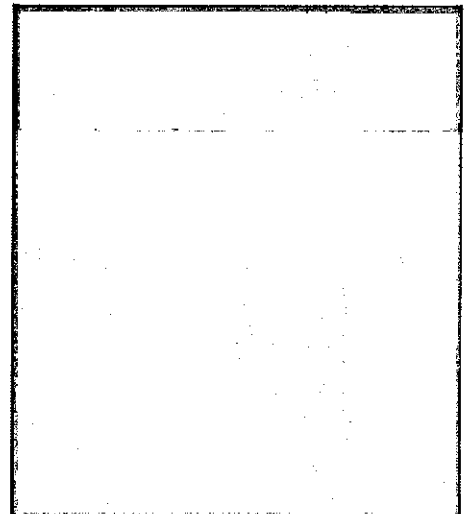
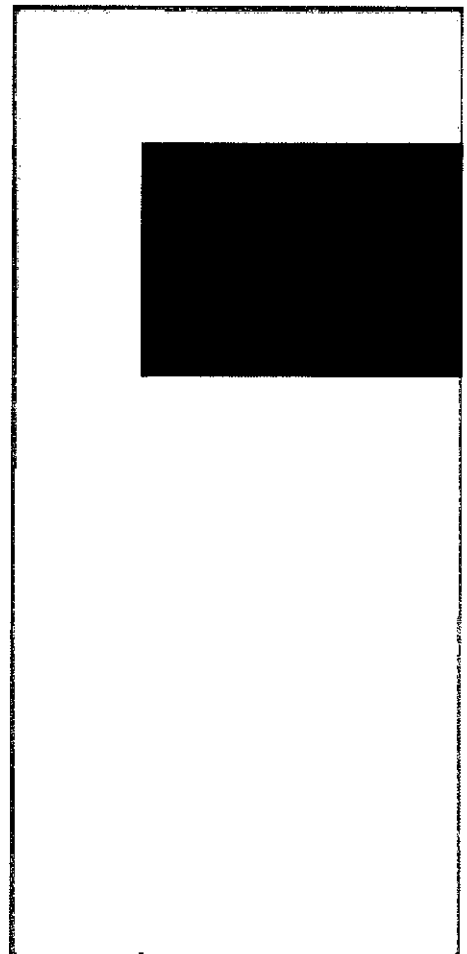
Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 West Washington Street
Chicago, Illinois 60602

Prepared By

Thornton Tomasetti, Inc.
330 N. Wabash Avenue, Suite 1500
Chicago, Illinois 60611
Phone: 312.596.2000
Fax: 312.596.2001

Project No. C12099.10

August 23, 2012



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END OF SECTION

**SECTION 00 01 15
LIST OF DRAWING SHEETS**

PART 1 - GENERAL

1.1 CONTRACT DRAWINGS

- A. The following contract drawings, dated August 23, 2012 are part of the Contract Documents:
1. S0.0 – Title Sheet
 2. S0.1 – General Notes
 3. S1.1 – Level 1 and 2 Plans
 4. S1.2 – Level 3 and 4 Plans
 5. S1.3 – Level 5 and Roof Plans
 6. S2.0 – Typical Bay and West Elevation
 7. S2.1 – North, South and East Elevations
 8. S3.1 – Interior Repair Details
 9. S3.2 – Exterior Repair Details
- B. The Contract Documents are only for reference and what is required by one shall be as binding as if required by all. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of work, and the Contractor shall check all of the Drawings. Work not covered in the contract documents will not be required unless it is consistent therewith and is reasonably inferable therefore as being necessary to produce the intended results and shall be performed by the Contractor without additional expense to the Owner.
- C. The Drawings and specifications are intended to be descriptive only, and any error or omission of detail in either SHALL NOT relieve the Contractor from the obligations thereunder to install in correct detail any and all materials necessary for complete and operating installations to the extent indicated on the drawings and described in this specification. The Contractor shall not scale dimensions from the drawing if a dimension is indicated elsewhere.
- D. The Owner and the Engineer shall not be responsible for the absence of any detail, or for any special construction required by the work.
- E. There shall be no deviation from the Contract Documents without a written order by the Engineer. Any unauthorized deviations shall be rectified at the Contractor's expense.

1.2 REFERENCE DOCUMENTS

- A. General - The documents listed under Item 1.1 - Contract Drawings have been included for the Bidder's examination and information. The successful bidder is responsible for all of his contract work, which may be affected by these documents. The Contractor shall be solely responsible for his interpretation and conclusions which are based on these documents, and no claim for extra compensation is to be allowed for work or materials expended by the Contractor to accommodate work shown or mentioned in the reference documents.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

END OF SECTION

**SECTION 00 20 00
INSTRUCTIONS TO BIDDERS**

PART 1 - GENERAL

1.3 DEFINITIONS

- A. "Public Building Commission of Chicago" shall be hereinafter called the "Owner".
- B. Thornton-Tomasetti Inc., 330 North Wabash Avenue, Suite 1500, Chicago, Illinois 60611, (312.596.2000) will be hereinafter called "Architect/Engineer", "Architect", "Engineer", or "A/E".
- C. "General Contractor" or "Contractor" shall be the primary contractor that performs the work indicated in the Project Manual and on the Drawings.
- D. "Sub-contractor" shall be a sub-contractor of the Contractor and performs the work as indicated in the Project Manual and on the Drawings.
- E. "Bidder" refers to and indicates any individual or corporation submitting an approved proposal for work contemplated.
- F. "Provide" shall mean Contractor shall furnish.
- G. The term "Contract" as used herein, shall be synonymous with the term "Agreement", referring to the signed agreement between the Owner and the Contractor.
- H. "Project Manual" is the volume which includes the bidding requirements, sample forms and certain Contract Documents such as the Conditions of the Contract and the Specifications, Divisions 1 through 16 inclusive, as applicable.
- I. "Reimbursable Rental Equipment" shall be non-handheld equipment that is not commonly used to perform the work. Rental equipment may only be reimbursable if not specifically specified herein.
- J. "Non-Reimbursable Rental Equipment" – is commonly used hand tools and hand-held equipment of the trade that are regularly used for the repair work, such as, but not limited to hammers, saws, grinders, chipping hammers, generators, drills, etc. and shall not be a reimbursable expense. Specialized proprietary hand tools for installing a given product shall be a non-reimbursable expense.

1.4 PROJECT DESCRIPTION

- A. Sealed bids are requested for:

Chicago Public Safety Headquarters
Precast Concrete Panel Repairs
3510 South Michigan Avenue
Chicago, Illinois

1.5 BID DELIVERY AND TIME

- A. Deliver bids in an opaque, sealed envelope to:

Thornton-Tomasetti, Inc.
330 North Wabash Avenue
Suite 1500
Chicago, Illinois 60611
ATTN: Rachel Jackson

- B. The words "Sealed Bid Enclosed for Chicago Public Safety Headquarters – Precast Concrete Panel Repairs, 3510 South Michigan Avenue" and the name of the Bidder shall appear on the face of the envelope.

- C. Bid Due Date:

September 7, 2012 at 12:00 PM, Central Daylight Savings Time

1.6 PRE-BID MEETING

- A. Location of Pre-Bid Meeting:

Chicago Public Safety Headquarters
3510 South Michigan Avenue
Chicago, Illinois

- B. Date and Time:

August 30, 2012 at 9:00 AM, Central Daylight Savings Time

- C. Attendance is required for all Contractors intending to submit a Bid.

1.7 PREPARATION OF BID FORM

- A. Submit bids in duplicate on unaltered copies of the bid form provided by the Engineer.
- B. All blank spaces on the Bid Form shall be filled in, including Addenda and/or Alternates:
- C. Alterations and erasures must be initialed by the signer of the bid form.
- D. All bid amounts shall be given in both words and figures:
- E. In the event of a discrepancy between the words and figures, the words shall govern.
- F. Unit Prices shall be used for any addition/deduction in quantity of work varying from the bid quantity provided, regardless of the total quantity of each category of work performed. The unit prices shall include all profit, materials, staging, and labor required to complete the work in its entirety.
- G. Bid Documents - The Bidder shall base his Bid on materials and equipment required to complete the work as described in the Bid Documents. The Bid Documents include:
1. Drawings.
 2. Project Manual.
 3. Addenda.
 4. All documents specified by reference, but not bound in the Project Manual.
 5. The proposed form of Agreement between the Owner and Contractor.

- K. The amount of the Bid shall include, but is not limited to:
1. All taxes, excises, or other charges from Federal, State, County, Township or Municipal Governments.
 2. All fees, royalties and patents.
- H. Each Bid Form shall bear the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity.
- I. Each Bid Form shall be signed by the person legally authorized to bind the Bidder to a contract.
- J. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

1.8 TIME FOR COMPLETION

- A. The Bidder shall state in the Bid the number of calendar days after receipt of a Notice to Proceed that will be required to complete the Work.
- B. Notice of Award - It is the intention of the Owner to issue a Notice of Award for the Work described herein on September 14, 2012. Actual on-site Work to be scheduled and coordinated with the Owner's written approval.
- C. Expiration of Bids - Should the Owner be unable to issue a Notice of Award within 10 business days after the submission of the Bid, the Bid shall remain valid for sixty (60) days after the date of the Bid opening, with the expiration date being adjusted accordingly to any delay in the award. After the award of the Work, the successful Contractor shall attend a pre-construction conference to coordinate scheduling and to coordinate the construction with the existing on-site Contractor.
- D. Time Extensions - Any request for an extension of time is to be made in writing to the Owner immediately upon occurrence of condition which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and detailed proof given for all delays beyond the Contractor's control. No time extension will be allowed except by formal approval of the Owner.

PART 2 - BIDDING DOCUMENTS & EXAMINATION OF SITE

2.1 BIDDING DOCUMENTS

- A. One copy of the Bid Documents will be provided with Bid Form to each Contractor.
- B. Copies of the Bid Documents will not be issued directly to Subcontractors.
- C. Bidders shall use complete sets of Bid Documents to prepare their Bid. Neither the Engineer nor the Owner assumes responsibility for errors or misrepresentations resulting from the use of incomplete sets.
- D. Inasmuch as the Bid Documents are instruments of service intended solely for the purpose of obtaining Bids for the Work, their use is limited strictly to that purpose.

- E. In making copies available, the Engineer and Owner do not confer or grant permission for any other use of the Bid Documents.
- F. Submittal or distribution of the Bid Documents to meet official regulatory requirements or for other purposes is not to be construed as publication in derogation of the Engineer's copyright or other reserved rights.

2.2 EXAMINATION OF SITE AND DOCUMENTS

- A. The Bidder shall examine the site, and local conditions, as well as compare the Bid Documents with each other and with the Work.
- B. The Bidder shall immediately report to the Engineer any errors, inconsistencies or ambiguities that are discovered.
- C. After Bid Opening, no allowance will be made to any Bidder for any change in scope and/or Bid Sum for items which would have been apparent by the Bidder's proper examination of the Bid Documents and the Project Site.

2.3 ADDENDA

- A. Addendum - Interpretations, corrections, and changes made by Addendum, issued not less than 48 hours prior to the opening of bids. Addenda will be sent by facsimile and/or regular mail.
- B. Interpretations, corrections, and changes made in any other manner will not be binding. Bidders shall not rely on them.
- C. Acknowledgement of Addenda - The Contractor shall indicate on the Bid Form the number of each addendum that may be issued. If none are issued, these spaces are to be filled with word "none". Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under the Bid as submitted.

2.4 EXECUTION, CORRELATION AND INTENT

- A. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - 1. The Agreement.
 - 2. Addenda, with those of late date having precedence over those with an earlier date.
 - 3. The Supplementary Conditions.
 - 4. The General Conditions of the Contract.
 - 5. Drawings and Specifications.
- B. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Engineer's interpretation.

2.5 BID SECURITY

- C. A Bidder may withdraw his Bid from consideration if the price Bid was substantially lower than the other Bids due solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgement mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of Work, labor, or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original Work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The bidder shall give notice in writing of a claim of right to withdraw the Bid within two business days after the conclusion of the Bid opening procedure.

3.5 REQUIRED BONDS

- A. Upon receiving Notice of Award from the Owner, the Bidder/Contractor shall, within ten (10) days (and prior to executing a satisfactory contract), furnish to the Owner the following bonds:
- B. A Performance Bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict accordance with the plans, specifications and conditions of the contract, reference being made to AIA Form and Document A312.
- C. A Labor and Materials Payment Bond in the sum of the contract amount. Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor and/or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the prosecution of the Work provided for in such contract, and shall be conditioned upon the prompt payment for all such materials furnished or labor supplied or performed in the prosecution of the Work. "Labor and/or Materials" shall include public utilities services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site. Refer to this Section for the definition of Reimbursable and Non-Reimbursable expenses.
- D. All bonds shall be executed by one or more surety companies selected by the Contractor, which are legally authorized to do business in Illinois.
- E. Acceptance of bonds furnished shall be subject to the review and approval of Owner's legal counsel.
- F. Cost for all bonds for the project shall be indicated in the appropriate section on the bid form.

3.6 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. The Agreement for the Work will be written on AIA Document A107, Abbreviated Owner-Contractor Agreement Form – Stipulated Sum – For Construction Projects of Limited Scope.

END OF SECTION

**SECTION 00 40 00
BID FORM**

PROJECT: Chicago Public Safety Headquarters
Precast Concrete Panel Repairs
3510 South Michigan Avenue
Chicago, Illinois

FOR: Public Building Commission of Chicago
Chicago, Illinois

BID FROM:

Name: _____
Address: _____
Address: _____
Telephone: _____
Date: _____

THE UNDERSIGNED:

A. Acknowledges:

1. Receipt of the Project Manual and Drawings for TT Project No. C12099.10 "Precast Concrete Panel Repairs, 3510 South Michigan Avenue," dated August 23, 2012.
2. Receipt of Addenda:

No. _____, dated _____
No. _____, dated _____
No. _____, dated _____

- B.** Has examined the site and all bidding documents, upon which this Bid is based, and is cognizant of the Contract requirements and conditions affecting the Work.

- C.** Agrees that the Owner reserves the right to reject any and all bids and to reject the bid of any person or firm which, in its opinion, has not had sufficient experience in the type of construction on which they are bidding, or who is not provided with the necessary capital, materials, equipment, and supervisory personnel to execute the work to be contracted for the satisfaction of the Owner.

D. Agrees/Affirms to:

1. Hold this Bid open until 60 calendar days after the Bid Opening date.
2. Accept the provisions of the Instructions To Bidders regarding consideration of bids.
3. Enter into and execute a Construction Contract (AIA Document A107, 2007 edition), if awarded on the basis of this Bid, and furnish certified proof of insurance coverage in accordance with the Contract Documents, all within 10 days after notice of award.
4. Add the following as "Additional Insured" to the Contractors Insurance Policy:
 - a. Owner: Public Building Commission of Chicago

b. Architect/Engineer: Thornton Tomasetti, Inc.

5. To a retainage of 10% of the billings for work completed until substantial completion form is issued by the Engineer. After substantial completion, 5% of billings will be retained until the completion of the punch list items.
6. Affirms that the following types and amounts of insurance have been purchased and maintained by the Bidder: **COPIES OF SAMPLE INSURANCE CERTIFICATES SHALL ACCOMPANY THE BID SUBMISSION.**

Commercial General Liability Insurance:

General Aggregate	\$ 5,000,000.00
Medical Expenses	\$ 5,000.00

Automobile Liability Insurance

\$ 1,000,000.00

Excess Liability Insurance:

Umbrella Form:	\$ 5,000,000.00
Other than Umbrella Form	\$ 5,000,000.00

Workers Compensation and Employer's Liability Insurance:

Each Accident	\$ 500,000.00
Disease – Policy Limit	\$ 500,000.00
Disease – Each Employee	\$ 500,000.00

NOTE: A WAIVER OF SUBROGATION WILL BE REQUIRED FOR THE WORKERS COMPENSATION POLICY.

7. Bidder shall enclose with their Bid a notarized letter certifying as to their bondability, including available limits of same, and rating of the bonding company.
8. Bidder shall enclose with their Bid a list of the proposed project management staff to be assigned to this project. This shall include (as appropriate) the Project Executive, Project Manager, Assistant Project Manager(s), Superintendent and Foreman.
9. Bidder shall enclose with the bid submission a list of previous projects of similar size and scope, as indicated in Section 00 45 13, Bidder's Qualifications.

B. BASE BID

Proposes to furnish all profit, overhead, labor, materials, equipment, and services, and to perform all Work necessary for the substantial completion of the Work by December 7, 2012. All Work shall be performed as drawn and specified, in strict accordance with the above named Construction Contract Documents, for the stipulated sum indicated below.

Work Item	Description of Work	Est. Qty.	Unit Cost	Total
1.a-1.j	Mobilization and General Conditions	All	Lump Sum	
1.k	Providing Scaffold and Crew for Periodic Exterior Field Observations by the A/E	65 Hours	\$ / Hour	
2	Providing Gravity Connections at Interior Face of P1 Precast Concrete Panels	130 Connections	\$ /Connection	
3	Providing Gravity Connections at Interior Face of P4 Precast Concrete Panels	30 Connections	\$ /Connection	
4	Routing and Sealing Cracks in P1 Precast Concrete Panels	50 LF	\$ /LF	
5	Concrete Patch Repair (0.5 SF or less) in P3 Precast Concrete Panels	30 Patches	\$ /Patch	
6	Survey Floors 2 to 5 for Existing Slab Deflection	1	Lump Sum	
7	Unforeseen Conditions Allowance	1	Allowance	\$25,000
8	Performance Bond, and Labor and Materials Payment Bond	1	Lump Sum	
Total Base Bid (In Words)				
Total Base Bid (In Numbers)		\$		

C. UNIT PRICES

- The Undersigned proposed the following Unit Prices for additions to or deductions from the Work wherein Unit Prices are applicable as determined by the A/E and Owner. These Unit Prices are for work complete as measured in place, and include all charges for labor, material, equipment, delivery, taxes, overhead, profit, insurance and all other expenses to complete the work. The Unit Prices shall remain constant through December 31, 2012

Bidder:

*(Legal name of person, firm, or Corporation)***By:**

*(Name / Title)***If a Corporation****ATTEST:**

*(Secretary)***END OF SECTION**

**SECTION 00 73 00
SUPPLEMENTARY CONDITIONS**

PART I - GENERAL

1.1 REQUIREMENTS

- A. The Supplementary Conditions further describe, modify or supplement conditions and requirements set forth in AIA Document A201, General Conditions of the Contract for Construction, 2007 edition.
- B. The primary purpose of the General Conditions is to define contractual-legal requirements, although some technical and administrative matters are also covered:
- C. In the event of a conflict between the technical and administrative provisions of the General Conditions and those of Division 1 of the Project Manual, the provisions of Division 1 shall govern.
- D. All provisions of the General Conditions are to be considered to be in effect unless specifically deleted by this Section or as modified by the Owner and accepted in writing by the Contractor in the Agreement Between Owner and Contractor:
- E. Provisions modified by the Owner that are not accepted in writing by the Contractor shall be considered null and void and the original, unmodified or revised provisions accepted by the Contractor shall be in effect.

1.2 RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. AIA Document A201, 2007, General Conditions of the Contract for Construction (by reference)
 - 2. Section 011000 - Summary of Work.
 - 3. Section 012900 - Payment Procedures

PART 2- MODIFICATIONS AND ADDITIONS TO THE GENERAL CONDITIONS

2.1 ARTICLE 1 - GENERAL PROVISIONS

- A. Basic Definitions:
 - 1. ADDENDA: Written or graphic instruments issued by the Engineer prior to the execution of the Contract which modify or interpret the Bidding Documents.
 - 2. BID: A complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- B. Interpretation:
 - 1. Interpretations of the intent of the Construction Contract Documents are the sole responsibility of the Engineer whose decision is final.
- C. Execution, Correlation and Intent:
 - 1. Sections of Division I General Requirements govern the execution of all sections of the Project Manual.

2.2 ARTICLE 3 - CONTRACTOR

A. Supervision and Construction Procedures:

1. The Contractor shall plan for a smooth and orderly performance of the Work without continuous monitoring by the Engineer or Owner.
2. The Contractor's responsibilities may not be delegated to the Engineer, Owner, Subcontractor or any other person or entity not recognized as the Contractor's authorized representative.

B. Access to Work:

1. The Contractor shall maintain proper facilities and shall provide to the Engineer, testing agency, and/or Owner safe access to all parts of the Work whenever the Work is in progress.
2. During intermittent or temporary stoppages in the progress of the Work, when problems or specific needs arise and when requested by the Engineer or Owner, the Contractor shall provide safe access to the Work at the requested date and time.

C. Add the following to the General Conditions:

3.18.1.1 - The foregoing Subcontract shall constitute the entire way of limitation, specifically include all claims and judgments with respect to the Work against the Owner, Architect, Architect's consultants and consultants with respect to any of them arising under the Illinois Structural Work Act or similar law of other state or governmental body having jurisdiction; and for or on behalf of the Contractor and judgments arising from violations of public ordinances and regulations of governing authorities due to the Contractor's or Subcontractor's method of execution of the work.

2.3 ARTICLE 11 - INSURANCE AND BONDS

- ### A.
- Delete Article 11 in the General Conditions of the AIA Contract in its entirety and substitute the following.

ARTICLE 11 - INSURANCE AND BONDS

CONTRACTOR'S LIABILITY INSURANCE

- 11.1.1 -** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

claims under worker's or workmens' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle; and

claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 - The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents, or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claim-made basis, shall be maintained without interruption from date of commencement of the Work to date of final payment and termination of any coverage required to be maintained after final payment. Notwithstanding the above, the insurance required by paragraph 11.1 shall be maintained on a non-admitted basis.

11.1.3 - Certificates of Insurance for the contractor's general liability and the Contractor's Protective Policy shall be submitted to the Architect for review and approval prior to the start of construction. The Contractor shall verify to the Owner that he has obtained or will obtain similar certificates of insurance for each of his Subcontractors before their work commences. Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and Owner agree that a reduced coverage is adequate. Each Subcontractor's insurance shall cover the Owner, Architect, their agents and employees. The Contractor shall submit a statement with each monthly affidavit stating that he has obtained certificates of insurance or other satisfactory evidence, that all required insurance is in force for each of the Subcontractors listed on his affidavit. If the "additional insureds" have other insurance, which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance. Contractors certificates shall be in duplicate on standard Accord forms.

11.1.3.1 - Certificate of insurance shall contain a statement therein or a rider attached thereto incorporating the indemnity clause stated in Paragraph 3.18 (Indemnification) and Subparagraphs 3.18.1, 3.18.1.1, 3.18.2 and 3.18.3 of the General Conditions, and including the changes and additions made in those subparagraphs within these Supplemental General Conditions.

11.1.3.2 - These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner and Architect. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

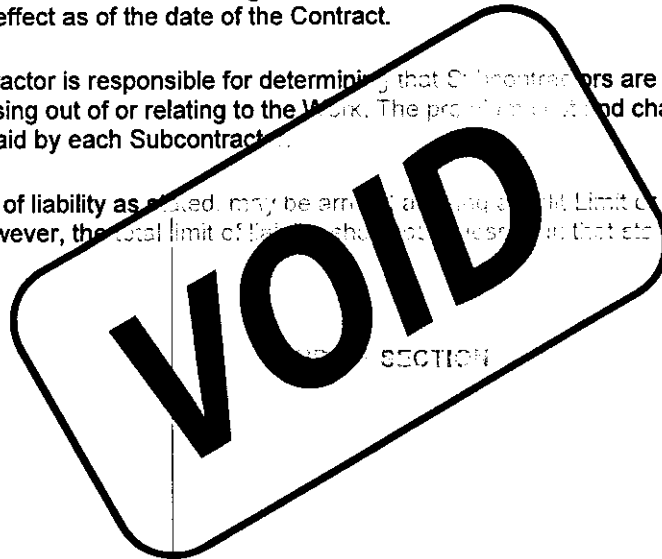
11.1.3.3 - The obligations of the Contractor under the provisions of this article shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees to the extent that such giving or failure to give is the cause of the injury or damage.

OWNER'S LIABILITY INSURANCE

- 11.2.1** - The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

MISCELLANEOUS REQUIREMENTS

- 11.3.1** - All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.
- 11.3.2** - The Contractor is responsible for determining that all subcontractors are adequately insured against claims arising out of or relating to the Work. The premium and charges for such insurance shall be paid by each Subcontractor.
- 11.3.3** - The limits of liability as stated, may be either a Combined Single Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.



**SECTION 00 74 00
SPECIAL WORKING CONDITIONS**

PART 1 - GENERAL

1.1 WORK COORDINATION AND ACCESS

- A. The work comprising this project will be performed at the Chicago Public Safety Headquarters located at 3510 South Michigan Avenue. The Contractor shall comply with all security regulations. Access to and egress from the building grounds shall be via routes specifically designated by building security.
- B. The Contractor acknowledges that the offices, lobby, and parking at the 3510 South Michigan Avenue Building will be in full operation and the building will be fully occupied during the time that the work is being performed, and agrees that the work will be performed so as to not interfere with such use or impair the ingress or egress to the building.
- C. Prior to the start of the work, submit to the Owner and Engineer for approval, a schedule and drawings that outline the timing, sequence and zones of the work.
- D. The work shall be sequenced and zoned in a manner that allows for proper protection of completed work, vehicles, and other property. The Contractor is solely responsible to provide required at all areas that could be affected by work.

1.2 CONSTRUCTION SCHEDULE

- A. Contractor shall complete construction in one phase, to be completed by December 7, 2012.
- B. Work Hours: Allowable work hours are as follows:
 - 1. From ~~8:00 AM to 5:00 PM~~ ^{7:30 AM to 7 PM}, Monday through Friday for exterior work
 - 2. From ~~8:00 PM to 5:00 AM~~, Monday through Friday for interior work
- C. Staging ^{7 PM to 6 AM}
 - 1. Contractor must store all materials and equipment so as not to interfere with operations during normal business hours.
- D. Noise Control
 - 1. Contractor shall review with the Owner the types of equipment which he proposes to use during normal business hours and obtain Owner's approval for such use.
 - 2. Conform to the City of Chicago, Illinois, Noise Ordinance.
 - 3. Contractor shall be sensitive to the occupants in the building.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

**SECTION 01 10 00
SUMMARY OF WORK**

PART I - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Description of Work: The location for the work is on the interior and exterior sides of the 30'-0" long precast concrete panels at the building located at 3510 S. Michigan Avenue, Chicago, Illinois. The work generally includes installing new gravity connections on the interior faces of the panels and performing localized crack and spall repairs on the exterior faces of the panels, and performing a survey of the second through fifth floors to document the current floor deflections. Refer to the technical specifications and Drawings for a more detailed description of the types of repairs that shall be performed.
- B. Nomenclature of Work: The work is generally divided into a Base Bid, Unit Prices, and Allowances.
1. Allowances: Allowances for repairs to an estimated quantity of work should be provided for the base bid work as indicated on the bid form. Payment for repairs shall be performed on a unit cost basis as indicated on the Bid Form.
- C. Base Bid Work: The Contractor shall provide labor, materials, equipment, tools, and supervision to perform the indicated repairs, and shall include the following:
1. Work Item #1 - Mobilization and General Conditions: These are costs not directly attributed to a particular repair work item, but are for providing the following:
- a. Mobilization and demobilization of equipment to and from the Site.
 - b. Provide access to all work locations as identified on Drawings.
 - c. Equipment maintenance.
 - d. Construction and removal of temporary facilities, barricades, fencing, etc.
 - e. Protection and Canopy: Contractor to provide protection as needed to safely perform the work and as required by the local code.
 - f. Insurance and permit fees.
 - g. Supervision.
 - h. Quality assurance testing.
 - i. Protection: Existing lighting fixtures, utility meters, and other pieces of equipment associated with power shall be protected during the work. Adjacent building components such as windows, vents, doors, signs, sidewalk, and vehicles shall be protected during the work. Contractor is responsible to move all items as necessary to access the work, and to replace it when work is completed.
 - j. Rubbish removal and periodic clean-up.
 - k. Scaffold Inspection Time: Providing scaffold and crew for periodic field observations by the Engineer in random amounts of time and on random days for Engineer to utilize labor, equipment, and materials for field observation. This number of hours included with the Bid is identified on the Bid Form.

Cost should be included in Mobilization and General Conditions and to be tracked in a field log book by the Contractor during the project. The actual time is defined as when the Engineer arrives at the site and signs the log book to when then inspection is completed. This cost will be billed on an hourly basis according to the actual time logged in the field log book. The contractor shall indicate their cost for this work and give a unit cost per hour for said work to be performed.

*Mobilization and General Conditions shall be used for mobilizing, shifting and demobilizing the scaffolding to observe 100 percent of the facade at the locations stated. Unit prices for the repairs shall include all work required to perform the repair, including labor, materials, overhead, and profit.

2. Work Item #2 – Provide Gravity Connections at P1 Panels–

- a. At locations identified in the field by the Engineer on the interior face of the precast concrete panels, Contractor shall provide steel connections at the side of the concrete columns and at the precast concrete panels as indicated on the Drawings. Work will be performed on a unit cost basis. Quantity of work is indicated on Bid Form.
- b. Contractor shall remove and replace interior finishes in order to complete this work.

3. Work Item #3 – Provide Gravity Connections at P4 Panels –

- a. At locations identified in the field by the Engineer on the interior face of the precast concrete panels, Contractor shall provide steel connections at the side of the concrete columns and at the precast concrete panels as indicated on Drawings. Work will be performed on a unit cost basis. Quantity of work is indicated on Bid Form.
- b. Contractor shall remove and replace interior finishes in order to complete this work.

4. Work Item #4 – Routing and Sealing Cracks at P1 Panels – At locations identified in the field by the Engineer on the exterior face of the precast concrete panels at the location of the existing panel gravity support, Contractor shall route the crack, clean the surfaces, and provide elastomeric sealant as indicated on Drawings. Work will be performed on a unit cost basis. Quantity of work is indicated on Bid Form.

5. Work Item #5 – Concrete Patch Repair at P3 Panels (0.5 square feet or less, less than 3-1/2 inches deep): At areas identified in the field by the Engineer, deteriorated concrete areas shall be removed, substrate prepared, steel reinforcement prepared and coated, supplemental steel installed, outer perimeter of the repair area saw cut, and a compatible repair mortar, as indicated on Drawings. Work will be performed on a unit cost basis. Quantity of work is indicated on Bid Form.

6. Work Item #6 – Survey Floors 2 to 5 for Existing Slab Deflection – Contractor shall engage a surveying firm to perform an elevation survey of the second through fifth floor slabs to document the current floor slab deflections. It is the intent of this survey to update the previous surveys that have been completed at the building in 2008 and 2000 by United Survey Service. The survey included in this scope of work shall follow the same protocol as the previous surveys performed at the building. Copies of the survey are available upon request. Work shall be performed on a lump sum basis.

7. Work Item #7 – Base Bid Unforeseen Conditions Allowance – Contractor shall include an allowance of \$25,000 in their Base Bid for performing work on a time and materials

basis. The work could consist of selective removal of façade components and subsequent repairs to the façade that will be designed by the A/E.

8. Work Item #14 – Performance Bond, and Labor and Materials Payment Bond: The Contractor shall provide these bonds in the Base Bid. Refer to Section 00 02 00 - Instructions to Bidders for more details.

D. Alternate Work: Refer to Division 1 Section 01 23 00 for a description of the Alternates

E. Contractor to provide protection as needed to safely perform all work. Work shall be performed in accordance with the technical sections or in accordance with manufacturer recommendations; whichever is more stringent.

F. The requirements of this Section are in addition to the requirements of the General Conditions.

G. Related requirements specified elsewhere:

1. General Conditions.
2. Section 01 31 00 – Coordination.
3. Section 01 41 00 - Regulatory Requirements.
4. Section 01 32 00 - Construction Progress Schedule.
5. Section 01 50 00 - Temporary Facilities and Controls.

H. Contractor's duties:

1. Provide full time supervision.
2. Except as specifically noted, provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, and other facilities and services necessary for proper execution and completion of the work.
3. Secure all licenses and permits as necessary and as applicable at time of receipt of bids.
4. Comply with codes, ordinances, rules, regulations, orders and legal requirements of public authorities which bear on performance of Work.
5. Promptly submit written notice to Owner or Engineer of observed variance of Contract Documents from legal requirements, if any. However, it is not the Contractor's responsibility to make certain that Drawings and Specifications comply with codes and regulations. Appropriate Modifications to the Contract Documents will be made, if necessary, by the Engineer, for necessary changes.
6. Coordinate the Work in accordance with the established schedule. Enforce strict discipline and good order among employees. Do not employ unfit person or persons not skilled in assigned tasks.
7. At the start of the Work, submit to the Owner or Engineer a list of all Subcontractors involved in the Work with the following information included:
 - a. Name of Firm and Work assigned.
 - b. Address.
 - c. Person assigned to the Project.
 - d. Telephone number of the Firm and an emergency telephone number.
8. Attend and prepare information (i.e., scheduling, coordination, etc.) for weekly progress meetings.

9. Coordinate this Work when necessary with the General Contractor working on the site.

1.2 CONTRACTS

- A. Construct all work in accordance with these Contract Documents as herein prescribed and under one General Contract.
- B. The Owner reserves the right to award other Contracts for additional work in connection with this project as required to install improvements, furnish, or equip the building.

1.3 CONTRACTOR USE OF PREMISES

- A. Logistics and use of the premises shall be determined by a meeting between the Owner and the Contractor.

1.4 LIMITATIONS ON USE PREMISES

- A. Limit work at the site to the following hours:
1. Day Hours for Exterior Repairs: Monday through Friday between the hours of 8:00 AM to 5:00 PM for noise-producing work.
 2. Night Hours for Interior Repairs: Monday through Friday between the hours of 8:00 PM to 7:00 AM.
 3. Saturday and Sunday: Work is not permitted unless authorized by Owner.
- B. The Contractor shall submit, within (10) business days from the date of the Contract, a detailed finalized work schedule to the Engineer and the Owner for approval which clearly delineates the sequencing of all work operations and the calendar dates when each portion of the project where entrances or traffic flow may be disrupted. Emergency exits must remain open and protected at all times. This schedule shall be approved by the Owner's Representative of any changes in work sequences at least five days prior to the effective date of the change.
- C. The Contractor shall notify the Owner, 10 days in advance of the time when any entrances will be blocked or covered or when traffic flow will be diverted around the building. The Contractor shall also notify the Owner at least 48 hours in advance of when areas are to be turned back to the Owner for the use as work progresses.

1.5 LABOR, MATERIALS, AND EQUIPMENT

- A. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and service necessary for proper execution and completion of their Work.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

**SECTION 01 21 00
ALLOWANCES**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section specifies administrative and procedural requirements governing handling and processing allowances.
- B. The Allowance specified is to be included in the Contract Sum.
- C. An Unforeseen Conditions Allowance has been established to defer selection of actual materials and equipment to a later date. Additional requirements, if necessary, will be issued by Change Order.
- D. Unless otherwise provided in the Contract Documents, the following applies to Allowances:
 - 1. The allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.
 - 2. The contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the Allowance.
 - 3. Costs for protection and storage, finishing, testing, adjusting, etc. shall also be included in the Contract Sum and not in the Allowance.
 - 4. Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs,
 - 5. Work performed as part of allowances shall be approved in writing by the Owner prior to commencing.

1.2 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form for Change Orders as approved by Owner.
- B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly upon delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.

3.3 SCHEDULE OF ALLOWANCES

- A. As indicated on the Bid Form.

END OF SECTION

**SECTION 01 22 00
UNIT PRICES**

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This Section specifies administrative and procedural requirements for unit prices.
- B. Related Sections:
 - 1. Division 2 Section - "Selective Demolition."
 - 2. Refer to specific Technical Sections.

1.2 DEFINITIONS

- A. A unit price is an amount proposed by Bidders, stated on the Bid Form, as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order or other appropriate modification, in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, profit and applicable taxes.
- B. Measurement and Payment: Refer to individual Specification Sections for work requiring establishment of Unit Prices.
- C. The Owner reserves the right to reject the Contractor's measurement of work in place that involves use of established unit prices, and to have this Work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.
- D. A "Unit Price Schedule" is included at the end of this Section. The Schedule includes a general description of the materials and/or procedures for which Unit Prices are being established. Specification Sections referenced in the Schedule contain the detailed requirements for the materials and/or procedures described under each Unit Price.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

3.1 UNIT PRICE SCHEDULE

- A. Unit Prices – as indicated in the Bid Form.

END OF SECTION

**SECTION 01 23 00
ALTERNATES**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain work defined in the Construction Documents that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in Contract Documents.
 - 1. The cost or credit for each Alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project, and that all costs of such integration are included.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- D. The Bid Price for Alternate Prices ADD or DEDUCT, is to be all inclusive, including appropriate amounts for labor, materials, tools, equipment, services, taxes, insurance, overhead, and profit.
- E. Notification: Immediately following the Notice to Proceed with construction, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

1.2 LIST OF ALTERNATES

- A. The description herein for each Alternate is recognized to be incomplete and abbreviated, but implies that each change must be complete for the scope of work affected. Refer to applicable drawings and specification sections for specific requirements of the Work, regardless of whether references are so noted in the description of each Alternate. Contractor or Subcontractor shall coordinate related work and modify surrounding work as required to properly integrate with the work of each Alternate. It is recognized that descriptions of Alternates are primarily scope definitions and do not necessarily detail full range of materials and processes needed to complete the Work as required.
- B. The following Alternates shall be indicated on the bid form as either an "Add" Alternate, i.e., if the Alternate is accepted, the cost of the Alternate shall be added to the Contract Sum, or a "DEDUCT" Alternate, i.e., if the Alternate is accepted, the cost of the Alternate shall be deducted from the Contract Sum:

ALTERNATE #1: 100% Sealant Replacement for floors 2 to 5. The indicated prices include all work complete, in place, including overhead, profit, insurance, bonds, taxes, and all other expenses for: 100% sealant replacement for panel-to-panel connections of the precast concrete panels for floors 2 to 5. The Contractor shall assume a Urethane Sealant for pricing; refer to Specifications section 079200 Part 2.1 Sealant Materials.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

END OF SECTION

**SECTION 01 25 00
SUBSTITUTIONS**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The Conditions of the Contract for Construction and the General Requirements of Division I of these Specifications apply to the Work in this Section.

1.2 GENERAL

- A. The Contractor shall base of the bids (including all alternates and Unit Cost) on providing all products or methods as specified herein.
- B. Whenever the proposal of substitute material, equipment, or process is permitted by the Specifications, the proposed substitute materials, equipment, or process shall be submitted in accordance with the General Conditions, and subject to the following.
- C. Materials or products specified by name of manufacturer, brand, trade name, or catalog reference shall be the basis of bid and are given only to establish quality, design, color, or workmanship. Where two or more materials are names, choice of these shall be optional with Contractor. Where the terms "or equivalent," "or approved," "as approved," etc., appear in the specifications or drawings, alternate materials, products, or procedures may be used provided substitution is accomplished by one of the following:
1. Request for Change before Bid Submission: Bidder or Supplier may submit a proposed change to Engineer for approval prior to ten (10) days before bid submission. Approval or rejection of each proposed substitution or other change shall be at discretion of Engineer. If proposed change is approved, Engineer will issue written statement certifying same.
 2. Request for Change at Time of Bid Submission by Voluntary Alternate: Bidder may submit Voluntary Alternates for materials, products, or procedures for which he also submits bona fide Base Bid proposals. Voluntary Alternates shall be submitted in list form, naming each proposed substitute and difference, if any, which will be made in the Contract price for each alternate, should it be accepted. Owner may accept or reject each individual Voluntary Alternative.
 3. As specified under Paragraph 1.3, Requirements.

1.3 REQUIREMENTS

- A. After the start of construction, the proposal of substitute material, equipment or process will be considered only for one of the following reasons:
1. The manufacture or production of the specified material, equipment, or process has been discontinued.
 2. The specified material, equipment, or process is not available in sufficient quantity or quantities to complete the Work. Failure of the Contractor to award subcontracts in sufficient time, or failure of the Contractor and/or the Subcontractor involved to place orders for materials, equipment, or process so as

to insure delivery or execution without delaying the Work shall not establish cause for approval of substitutions.

3. Delays beyond the control of the Contractor such as, but not limited to, strikes, lockouts, storms, fires or earthquakes, which preclude the procurement and delivery of material or equipment for the Project as included in the Contractor's proposal.
 4. Advancement of the delivery date, provided this advances the overall progress of the Work.
 5. Improvement in quality or function of the material, equipment or process.
- B. If, after the start of construction, the Contractor proposes a substitute to the project, the Contractor must submit a separate request for each material, equipment or process supported with complete data with drawings and samples as appropriate, including:
1. Comparison of the qualities of the proposed substitution with that specified.
 2. Changes required in other elements of the work because of substitution.
 3. Effect on the construction schedule.
 4. Cost data comparing the proposed substitution with the product specified.
 5. Any required license fees or royalties.
 6. Availability of maintenance service and source of replacement materials.
- C. After the start of the construction, any proposed substitute material, equipment or process shall be subject to the following conditions:
1. Submittal of the proposed substitute per the General Conditions
 2. Submittal of the request for a substitution early enough to allow ample lead time for the Engineer's review, preparation of the submittals, fabrication and delivery, without delaying the Work.
 3. Approval of substitutions by the Engineer and the Owner.
- D. The Engineer shall be the judge of the acceptability of the proposed substitute.
- E. A request for substitution constitutes a representation that Contractor has investigated the proposed substitute and determined that it is equal to or superior in all respects to that specified.
- F. Substitutions will not be accepted if they require substantial revisions of Contract Documents.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

**SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES**

GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. See Division 01 Section - "Allowances" for procedural requirements for handling and processing allowances.
- C. See Division 01 Section - "Unit Prices" for administrative requirements for using unit prices.

1.2 MINOR CHANGES IN THE WORK

- A. Architect may issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

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

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section - "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.4 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.
- B. The cost or credit to the Contract sum resulting from a change in the Work shall be determined in one of the following ways:

1. By mutually accepted lump sum.
 2. By unit price stated in the Contract Documents subsequently agreed upon.
 3. By net cost plus overhead and profit, total not to exceed 15 percent.
 - a. "Net Cost" includes cost of material, equipment, labor, workman's compensation, social security, unemployment, insurance etc.
 4. Should the work be done by a Subcontractor, the combined mark-up for the subcontractor and Contractor shall not exceed 15 percent for overhead and profit.
 5. For credit generated due to deletion of work or change in the scope of work, Contractor shall follow the same procedure described in Paragraphs 1 through 3.
 6. When both additional cost and credit are involved in any change, the allowance for overhead and profit shall be figured on the basis of the net increase of the Net Cost.
- C. No change in the scope of work shall be executed by the Contractor unless authorized by the Engineer in writing.

1.6 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 – PRODUCTS

Not applicable.

PART 3 – EXECUTION

Not applicable.

END OF SECTION

**SECTION 01 29 00
PAYMENT PROCEDURES**

PART I - GENERAL

1.1 DESCRIPTION

- A. Comply with all measurement and payment criteria applicable to the work performed under a unit price payment as described herein.

1.2 RELATED SECTIONS

- A. Specified elsewhere:
1. Section 00 40 00 - Bid Form.
 2. Section 01 10 00 - Summary of Work.
 3. Section 01 29 73 - Schedule of Values.

1.3 MEASUREMENT AUTHORITY

- A. The Contractor shall submit repair quantities to the Engineer on a weekly basis.
- B. Measurement of the Work shall then be verified by the Engineer in the presence of the Contractor.
- C. Measurement of replacement materials shall be made upon the completion of the preparation work and prior to the placement of new materials.
- D. Provide the necessary equipment and qualified personnel to assist the Engineer in the measurement of the Work.

1.4 UNIT QUANTITIES

- A. Unit Prices shall be indicated on the Bid Form and used for any addition/deduction in quantity of work varying from the bid quantity provided, regardless of the total quantity of each category of work performed. The unit prices shall include all profit, materials, staging, and labor required to complete the work in its entirety.
- B. Adjustment to Contract Sum: Quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer, shall determine the payment and final adjustment to the Contract Amount.
- C. Unit Prices: The intent of the unit prices is to provide a complete, functioning unit which may include Work from several Specification Sections.

1.5 LUMP SUM PRICES

- A. Bidder shall submit lump sum prices for each lump sum items or items where the estimated quantity is ALL. Lump sum items shall be listed in the Bid Form Section of the specifications.

- B. Lump sum prices or prices where the estimated repair quantity is ALL shall include all costs to provide and install, including, but not limited to, labor, materials, equipment, supervising, overhead, profit, etc. The prices shall include all direct and indirect costs.

1.6 MEASUREMENT OF QUANTITIES

- A. Area Measurement: Measured along the finished surface by square dimension using mean length times mean width, to the nearest one-half (0.5) square feet.
- B. Linear Dimension Measurement: Measured along the finished surface by mean length at the item center line, to the nearest linear foot.

1.7 SCHEDULE OF BID ITEMS

- A. Refer to Section 00 40 00 and Section 01 10 00 for the general scope of work covered by Work Items, Bid Alternate Items, Allowances, and Unit Cost. See Drawings and Specifications for complete scope of work of bid items.

1.8 APPLICATION FOR PAYMENT

- A. Schedule of Values: A Schedule of Values shall be submitted as part of the Pre-job Submittals. Refer to Section 01 29 73.
- B. Application for Payment: Submit Applications for Payment in accordance with provisions established by the conditions of Contract and Agreement between Owner and Contractor.
- C. Format and Data Required:
 - 1. AIA Document G702 and G703.
 - 2. List itemized costs as they appear in the Schedule of Values accepted by the Engineer.
 - 3. Fill in required information including Change Orders executed prior to date of submittal of application.
 - 4. The person legally authorized to represent the Contractor shall sign each copy.
- D. Substantiating Data:
 - 1. When requested by Engineer, submit substantiating data with cover letter including:
 - a. Project name and number.
 - b. Application no. and date.
 - c. List of enclosures.
 - d. Itemization of stored materials, if applicable.
- E. Material Stored Off-Site:
 - 1. Provide access to stored material for Engineer's or Owner's examination and verification.
 - 2. Submit a list with the description and quantity for each stored item.
 - 3. All material stored off-site shall be clearly tagged and labeled with the name of the Project.

4. Submit Certificate of Insurance as evidence that the Owner's interest is protected with respect to loss of the stored materials.

5. Submit the Bill of Sale that establishes the Owner's title to such material.

F. Retainage:

1. The cumulative total of the progress payments shall not exceed ninety percent (90 percent) of the total work completed up until a substantial Completion is authorized by the Engineer. The same retainage shall apply to payment request for stored material and equipment.

2. Retainage may be reduced to five percent (5 percent) of the total Contract amount provided that a substantial completion letter has been authorized by the Engineer.

3. Retainage shall apply to payments for Mobilization and General Provisions.

4. The unpaid percentage of the Contract sum shall be retained by the Owner as partial security for the faithful performance of the contractual obligations of the Contractor, and shall not be paid to the Contractor until and after the Owner has accepted the Entire Work in writing as satisfactory, and after the Contractor has furnished to the Owner all close out submittals required.

G. Waivers of Lien:

1. Contractor's Affidavits shall accompany all waivers of lien.

2. The General Contractor's partial waiver of lien shall accompany the first Application for Payment for the full amount of payment due.

3. Each subsequent Application for Payment shall be accompanied by the General Contractor's partial waiver of lien, plus the partial waivers of lien of Subcontractors and Suppliers, who were included in the immediately preceding Application for Payment to the extent of that payment.

4. Final waivers of lien must accompany the final Application for Payment for the full amount of Contracts from the General Contractor, Subcontractors, and Suppliers, including those who have not previously furnished such final waivers.

1.9 APPLICATION PROCEDURE

A. At monthly intervals, submit Applications to the Engineer.

B. Number of Copies: 3.

C. When the Engineer finds the Application properly completed, copies will be transmitted to the Owner.

D. Final Payment for Work governed by unit prices will be made on the basis of actual measurements and quantities, determined by the Engineer or Owner, multiplied by the unit price for the Work which is incorporated in or made necessary by the Work.

1.10 PAYMENT WITHHELD

A. The Engineer or Owner may decline to approve any Application for Payment and may withhold the same in whole or in part to the extent reasonably necessary to protect the Owner, if in the opinion of the Engineer or Owner and as a result of discovery of evidence, that the Contractor was responsible for the following:

1. Failure to remedy defective work.

2. Failure to supply the Waivers of Lien required.
3. Damage to existing property.
4. Failure to perform work in accordance with Contract Requirements and Schedule.

1.11 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer or Owner, the defective work is repairable, and it is not practical to remove and replace the Work, the Owner will direct one of the following remedies:
 1. The defective work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of the Engineer.
 2. The defective work will be repaired as requested by the Engineer, and the unit sum/price will be adjusted to a new sum/price at the discretion of the Engineer.
 3. The authority of the Engineer to assess the defect and identify payment adjustment is final.
 4. The Contractor agrees to extend his Material and Workmanship warranties for the defect to a reasonable time as determined by the Engineer.

PART 2 – PRODUCTS

Not Applicable

PART 3 - EXECUTION

Not Applicable

END OF SECTION

**SECTION 01 29 73
SCHEDULE OF VALUES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General and Special Provisions of Contract, the Drawings, all Specification Sections, and field orders apply to work of this section.

1.2 SCOPE OF WORK

- A. Submit Schedule of Values to Engineer, for approval, 10 business days prior to submitting first application for payment.
- B. Use only the approved Schedule of Values as basis for application for payment.
- C. Submit current as-built drawings showing actual repair locations with repair quantities.
- D. Submit updated as-built drawings with each pay application.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 PROCEDURE

- A. Submit to the Engineer for review, (2) two copies of the Schedule of Values, within (10) ten days after receipt of Notice to Proceed. **An electronic, PDF version of the Schedule of Values is acceptable in lieu of hard copies.**
 - 1. If the Engineer's review indicates that revisions are necessary, revise Schedule of Values and resubmit.
 - 2. Include a Photocopy of any building permits not already submitted with each pay application.
- B. Schedule of Values shall list a separate line item cost for:
 - 1. Performance Bond
 - 2. Labor and Material Payment Bond
 - 3. Mobilization.
 - 4. General provisions.
 - 5. Each portion of the Work at each wall, scaffold drop, or other logically grouped entity. The Bid Form shall be a basis for the Schedule of Values.
- C. For each line item, list Subcontractor's and/or Supplier's name as applicable.

- D. Total costs of all items listed as Schedule of Values shall equal the Total Contract Sum.
- E. Any repairs that are billed at a unit price shall have back-up of where the work was performed. The quantities shall be verified by the Engineer and transcribed onto weekly quantity logs prepared by the Contractor, mark-ups of Elevation Drawings, or equal as approved by the Engineer.
- F. The Engineer will review the Schedule as required.

END OF SECTION

**SECTION 01 31 00
COORDINATION**

PART I - GENERAL

1.1 DESCRIPTION

- A. The Contractor for this work shall coordinate his activities and shall at all times keep all parties involved notified of his schedule. The Contractor shall employ a full time Foreman or Leadman during the progress of the Work.
- B. Related requirements specified elsewhere:
 - 1. General Conditions.
 - 2. Section 00 73 00 – Supplementary Conditions.
 - 3. Section 01 10 00 – Summary of Work.
 - 4. Section 01 32 00 – Construction Progress Schedule

1.2 DUTIES OF CONTRACTOR

- A. Duties of the Contractor shall include, but are not limited to the following:
 - 1. Establish on-site lines of authority and communications.
 - 2. Attend project meetings among the Owner, Engineer, and Subcontractors, as necessary.
 - 3. Coordinate Work of all Subcontractors.
 - 4. Construction schedule:
 - a. Prepare detailed schedule of operations of all your Subcontractors on Project.
 - b. Observe Work to monitor compliance with schedule.
 - c. Report non-compliance to Owner or Engineer, with recommendation for remedy to help meet the scheduled completion date.
 - 5. Temporary facilities:
 - a. Allocate space for your Subcontractors' equipment, material storage and facilities.
 - b. Verify that temporary facilities are properly maintained and operated.
 - c. Administer traffic and parking controls, as approved by the Owner.
 - 6. Permits and fees:
 - a. The Contractor shall submit the project Drawings and Specifications to governmental authorities having jurisdiction, obtain, and pay for the building permit(s). The Contractor shall pay for inspection services and fees and make all cash deposits required by said authorities, except as otherwise provided herein.
 - b. Your Subcontractors shall make deposits and pay for permits, fees, inspections, certificates, etc., as may be required for their work by said authorities.

- c. A photocopy of the permits shall be delivered to the Owner and Engineer as soon as the permits are obtained. Upon completion of the contract, the Contractor shall deliver the originals of all permits, certificates of inspection, and the like, to the Engineer with the final Application for Payment. Obtain all approvals, licenses, and permits from all authorities having jurisdiction. The cost for applicable permits for the work shall be included in the bid cost.
 - d. Verify that your Subcontractors have obtained permits for their work, for inspections and for temporary facilities.
 - e. Verify that the Work of your Subcontractors has been inspected by the proper authorities, as required.
7. Inspection and Testing:
- a. Inspect Work, as necessary, to assure that the Work under the contract is performed in accordance with requirements of Contract Documents. Make every effort to obtain completion of your Subcontractor's work, before he leaves the job, to avoid call-back.
 - b. Stop Work that is not in accordance with requirements of Contract Documents, and make necessary corrections.
8. Maintain reports and records at Job Site:
- a. File all reports and records concerning contracts, purchases, materials and equipment records, and applicable handbooks, codes and standards.
9. Observe and coordinate the Work of all pertinent requirements of the Specifications including, but not necessarily limited to the following:
- a. Product Data and Material Approval.
 - b. Contract Closeout.
 - c. Guarantees and Warranties.
 - d. Maintenance Data.

1.3 SUBCONTRACTOR'S DUTIES

- A. Coordinate Work of employees and Subcontractors under the administration of the General Contract.
- B. Conduct Work to assure compliance with schedules.
- C. Transmit written instructions to Suppliers and Subcontractors.
- D. Cooperate with the Contractor.

PART 2 – PRODUCTS

Not Applicable

PART 3 - EXECUTION

Not Applicable

END OF SECTION

**SECTION 01 31 19
PROJECT MEETINGS**

PART I - GENERAL

1.1 DESCRIPTION

- A. The Engineer or Owner shall schedule and administer project meetings as follows:
 - 1. Pre-Construction Meeting.
 - 2. Progress Meetings.
 - 3. Other jobsite meetings as necessary to expedite the Work.
- B. Related requirements specified elsewhere:
 - 1. Section 00 20 00 - Instructions to Bidders.
 - 2. Section 01 11 00 - Summary of Work.
 - 3. Section 01 32 00 - Construction Progress Schedule.
- C. Engineer's duties:
 - 1. Prepare agendas.
 - 2. Give notice of meeting 4 days in advance to all concerned parties.
 - 3. Preside at meetings.
 - 4. Record minutes, including significant proceedings and decisions.
 - 5. Distribute copies of minutes to participants.

1.2 PRECONSTRUCTION MEETING

- A. Schedule within 7 days after Date of Notice to Proceed.
- B. Attendance shall include:
 - 1. Owner's Representative.
 - 2. Engineer.
 - 3. Contractor.
 - 4. General Contractor
- C. Minimum agenda to include:
 - 1. List of major Subcontractors.
 - 2. Tentative construction schedule and critical work sequencing.
 - 3. Relation and coordination of Subcontractors.
 - 4. Designation of responsible personnel.
 - 5. Processing of field decisions and Change Orders.
 - 6. Submittals of product data and samples.
 - 7. Procedures for maintaining record documents.
 - 8. Use of premises:
 - a. Staging and storage areas.
 - b. Owner's requirements.

9. Site protection: canopies, roof coverings, barricades, etc.
10. Security and Cleaning procedures.

1.3 PROGRESS MEETINGS

- A. Occasional progress meetings will be scheduled as job conditions and progress demand. Meetings are anticipated to be scheduled weekly or as deemed necessary by the parties involved.
- B. Attendance shall include:
 1. Owner's Representative.
 2. Engineer and his consultants as pertinent to the agenda.
 3. General Contractor.
 4. Subcontractors, Suppliers and Materialmen, as pertinent to the agenda, or as requested by the Owner or Engineer.
- C. Minimum agenda:
 1. Review minutes of previous meeting.
 2. Review Work progress since last meeting:
 - a. Note field observations, problems, and decisions which affected work in the past.
 - b. Identify problems which impede planned progress.
 - c. Develop corrective measures and procedures to regain planned schedule, if necessary.
 - d. Revise construction schedule, if necessary.
 3. Plan progress during next work period.
 4. Review submittal schedules and expedite as required to maintain work schedule.
 5. Maintaining quality and work standards.
 6. Review changes, if any, proposed by Owner for:
 - a. Effect on construction schedule.
 - b. Effect on completion date.
 7. Complete other current business.

1.4 PUNCH LIST MEETING

- A. Once the work is, in the opinion of the contractor, substantially complete, a punchlist meeting will be scheduled
- B. Attendance shall include:
 1. Owner's Representative.
 2. Engineer and his consultants as pertinent to the agenda.
 3. General Contractor.
 4. Subcontractors, Suppliers and Materialmen, as pertinent to the agenda, or as requested by the Owner or Engineer.
- C. Minimum Agenda:

1. Review the status of the remaining work to be completed and the schedule for completing said work.
2. Review outstanding submittals and pay applications.
3. Review change orders, if any.
4. Review conditions of site in general and any locations accessed by contractor(s).
5. Review pending issues to finalize work.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

**SECTION 01 32 00
CONSTRUCTION PROGRESS SCHEDULE**

PART I - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall provide projected construction schedules for the Entire Work, and revise periodically, as necessary.
- B. The construction schedule shall conform to the Date of Substantial Completion.
- C. Each of the Contractor's Subcontractors is to submit their own schedule and assist the Contractor in establishing the General Construction Schedule.
- D. Resolve conflicts among schedules of your various Subcontractors.
- E. Related requirements specified elsewhere:
 - 1. Section 01 11 00 – Summary of Work.
 - 2. Section 01 31 19 – Project Meetings.
 - 3. Section 01 33 00 – Submittal Procedures
 - 4. Section 01 60 00 – Product Requirements

1.2 FORMAT OF SCHEDULES

- A. Prepare a standard horizontal bar chart:
 - 1. Provide two separate horizontal bars for each portion of Work under each phase of Work. Leave one bar blank to be used to follow up on the progress of work.
 - 2. Horizontal time scale: Identify first work day of each week at regular intervals from left to right.
 - 3. Scale and spacing of chart shall allow space for updating.

1.3 CONTENT OF SCHEDULES

- A. Provide a complete sequence of construction by activity, including:
 - 1. Dates for beginning and completion of each portion of Work of each respective trade.
 - 2. Product Data and Samples:
 - a. Submittal dates.
 - b. Deadlines by which reviewed submittals will be required for performing the Work.
 - c. Other submittals provided for in the Specifications.
 - 3. Decision deadlines required for:
 - a. Alternates or allowances or separate prices, if any
 - b. Selection by the Owner of colors and finishes on materials, where required.
 - c. Show projected percentage of completion for each item of Work as of the first day of each month.

1.4 UPDATING OF SCHEDULE

- A. Show all changes occurring since previous submittal of updated schedule. Schedules shall be updated weekly.
- B. Include in updating:
 - 1. Progress in each portion of the Work as of the first day of each month.
 - 2. Major changes in the scope of the Work.
 - 3. Activities modified since previous updating.
 - 4. Revised projections in completion dates due to changes.
 - 5. Other identifiable changes.
- C. Provide narrative report, including:
 - 1. Discussion of problem areas, including current and anticipated delay factors, and their impact.
 - 2. Corrective action taken, or proposed, and its effect.
 - 3. Description of revisions:
 - a. Effects on the construction schedule due to changes in the scope of the Work.
 - b. Revisions in duration of activities on various portions of the Work.
 - c. Other changes that may affect the construction schedule.
 - d. Effects of change in schedules of other Contractors.

1.5 SUBMITTALS OF SCHEDULE

- A. Submit to the Engineer three (3) copies of an initial construction schedule within five (5) days after issuance of Notice of Award of Contract by the Owner. An electronic, PDF version of the schedule is acceptable in lieu of hard copies.
 - 1. Engineer will review the schedule and will return one (1) review copy within three (3) days after receipt.
 - 2. If adjustment is required, resubmit the schedule within five (5) days after return of review copy.
- B. Submit copies of the schedule to the Job Site file and to all concerned Subcontractors and Suppliers, as required.
- C. Instruct recipients of the construction schedule to report any inability to comply with the scheduling provided, and to give an explanation and suggested remedies to problems in scheduling.

PART 2 – PRODUCTS

Not Applicable

PART 3 - EXECUTION

Not Applicable

END OF SECTION

**SECTION 01 33 00
SUBMITTAL PROCEDURES**

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This Section specifies procedural requirements for submittals for review and approval including schedules, products, materials, samples, shop drawings, and other work-related submittals. A submittal log will be issued within 10 days of the Notice To Proceed.
- B. Submittals are not to be considered a part of the Contract Documents. Submittals shall be used to demonstrate that the Contractor understands and has interpreted the intent of the design as detailed and specified in the Contract Documents.

1.2 SECTION INCLUDES

- A. Submit product data and samples to the Engineer for review:
 - 1. Verify field dimensions.
 - 2. Verify construction criteria and suitability.
 - 3. Verify compliance with Contract requirements.
 - 4. Certify review.
 - 5. Transmit reviewed submittals to Engineer.

1.3 RELATED SECTIONS

- A. Specified elsewhere:
 - 1. Section 01 31 19 - Project Meetings.
 - 2. Division 2 Section - "Selective Demolition."
 - 3. Technical Division as Indicated herein.

PART 2 - REQUIRED SUBMITTALS

2.1 PRODUCT DATA

- A. Provide information to verify that all products that will be used on the Project conform to the provisions of the Contract Documents.
- B. Include manufacturer's printed literature, catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data as applicable.
 - 1. Edit standard data to this project.
 - 2. Identify pertinent materials, products or models.
 - 3. Show dimensions and clearances required.
 - 4. Show performance characteristics and capacities.

2.2 SAMPLES

- A. Submit samples to illustrate materials, equipment or workmanship, and to establish standards by which complete Work shall be judged.

B. Samples:

1. Of sufficient size and quality to illustrate the functional characteristics of products or materials.
2. Indicate attachment mechanism or devices.
3. Show full range of colors specified or standard colors available from the manufacturer.

C. Field samples/mock-ups:

1. Erect at project site at location acceptable to Engineer and Owner.
2. Construct sample or mock-up complete, including work of all crafts required for the finished work.
3. Maintain at site; protect until no longer needed.
4. Remove when requested by Engineer or Owner.

2.3 CONSTRUCTION SCHEDULES

- A. Refer to Section 01 32 00 – Construction Progress Schedule for requirements.

2.4 EMERGENCY RESPONSE SHEET

- A. Prior to mobilization, the contractor shall TYPE on a sheet of paper the following information for any emergency response situation; including, at a minimum, the following information:
1. General Contractor's Contact Information: including name of company, address, phone number, and fax number.
 2. Project Personnel for Contractor: including the cell phone and office phone numbers for the people managing and performing the work for the project. At a minimum, the superintendent, foreman, and on-site supervisor should be included.
 3. Consultant's Contact Information: including name of company, address, phone number, and fax number. Individual personnel for the project and their contact office and/or cell phones will be given to the Contractor upon request.
 4. Owner's Contact Information: including name of company, address, phone and/or cell number(s), and fax number. The Owner will provide individual names and contact information upon request.
 5. Police and Fire Department: include the local phone numbers and addresses for each department. If desired by the Contractor, the "911" phone numbers can be used for the phone numbers for this entity.
 6. Local Hospital: including address and phone number of the emergency room.
 7. Electric Company, Gas Company, Telephone Company, Water Company: include the name and phone number of the emergency response and customer service phone number for each utility company.
 8. Other: List the contact information for any other type of entity that may be helpful in assisting with an emergency.
- B. The Emergency Sheet shall be kept on site and be available at all times. The Contractor shall make everyone, including the Owner, Engineer, and the workers know of its location. This information shall be included with the pre-job submittals.

PART 3 - EXECUTION

3.1 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall check and approve submittals for accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means and methods, coordination of the work with other trades, construction safety precautions and verification of field dimensions or conditions prior to their submission. The Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.
- B. Review all submittals prior to submission to the Engineer:
 - 1. Make changes or notations as necessary to conform to the Contract Documents.
 - 2. Certify review with stamp.
 - 3. Return submittals not meeting contract requirements to Subcontractor. Do not forward to the Engineer or Owner.
- C. Notify the Engineer or Owner in writing at the time of submittals any and all deviations from the requirements of Contract Documents.
- D. Begin no Work which requires submittals until the submittals are returned to the Contractor with the Engineer's stamp with initials or signature, indicating that submittals are: "Reviewed, resubmittal not required".
- E. After the Engineer's review, distribute copies as required.

3.2 ENGINEER'S DUTIES

- A. Review of submittals by the Engineer or Owner is for general conformity to the Drawings and Specifications only. The Contractor is responsible for correct dimensions and proper fit.
- B. Review of a separate item by the Engineer shall not be understood to constitute a complete review of an assembly in which the item functions.
- C. Review submittals with reasonable promptness.
- D. Affix stamp and initials or signature certifying the Engineer's review of the submittal. The Engineer's review of the submittals will be returned to the Contractor with the "Actions To Be Taken" as defined below:
 - 1. Approved: Fabrication and/or installation may be undertaken. Approval does not authorize changes to the Contract Sum or Contract Time unless stated in a separate letter or Change Order.
 - 2. Approved as Noted: Fabrication and/or installation may be undertaken. Exceptions as noted are to be incorporated. Approval does not authorize changes to the Contract Sum or Contract Time unless stated in a separate letter or Change Order.
 - 3. Revise and Resubmit: Fabrication/and or installation MAY NOT be undertaken until exceptions as noted are incorporated and resubmitted for approved by the Engineer. Revision does not authorize changes to the Contract Sum or Contract Time unless state in a separate letter or Change Order.

4. Rejected: Fabrication and/or installation MAY NOT be undertaken. Submittal is not complete or does not meet the Contract Documents. Resubmit for approval by the Engineer. Rejections do not authorize changes to the Contract Sum or Contract Time.

3.3 SUBMITTAL REQUIREMENTS

- A. Begin preparing submittals and submitting them to the Engineer as soon as a Notice to Proceed is issued.
- B. Submit copies of all submittals, including product data and construction schedules, in the quantity that the Contractor requires for his own distribution, plus three (3) copies in three-ring binders which will be retained by the Engineer. **An electronic, PDF version of the submittal package is acceptable in lieu of hard copies.**
- C. Submit samples in the quantities specified in the appropriate Sections of the Specifications.
- D. Submittals shall be accompanied by a transmittal letter, containing the project name, the Contractor's name, the number of drawings or data sheets or samples enclosed, titles and other pertinent data.
- E. Include complete documentation of the following information:
1. Project title and project number.
 2. The name of:
 - a. Engineer.
 - b. Contractor.
 - c. Subcontractor.
 - d. Supplier.
 - e. Manufacturer.
 3. Date and any revision.
 4. Identification of product material.
 5. Indication of relation to adjacent structure or materials and location in the Project.
 6. Field dimensions, clearly identified as such.
 7. Section number of the Specifications to which the submittal applies.
 8. Applicable standards, such as ASTM number or Federal Specifications, etc.
 9. Contractor's stamp, initialed or signed, certifying his review of submittals, verification of field measurements and compliance with Contract Documents.

3.4 RESUBMITTAL REQUIREMENTS

- A. Product Data and Samples:

1. Submit new data and samples as required for first submittal.

3.5 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute final copies of product data, which carry the Engineer's stamp and initials or signature, to the following parties:
1. Contractor's main office file.

2. Subcontractors (all pertinent trades).
 3. Supplier.
- B. The Engineer will distribute his own copies to the Owner and the Engineer's main office and job site file.
- C. Return satisfactory submittals to the Contractor for his use on the job and for distribution.

END OF SECTION

**SECTION 01 41 00
REGULATORY REQUIREMENTS**

PART 1 - GENERAL

1.1. DESCRIPTION

- A. Comply with all Regulatory Requirements as herein specified.
- B. Related requirements specified elsewhere:
 - 1. General Conditions.
 - 2. Section 01 10 00 – Summary of Work.
 - 3. Section 01 31 00 – Coordination.

1.2. LEGAL RESPONSIBILITY

- A. All Contractors, Subcontractors, Sub-subcontractors, material Suppliers and all of their officers, agents, employees and servants shall at all times be solely responsible and shall observe and comply with all laws, regulations, ordinances, and codes which in any manner affect the conduct of all building construction work.

1.3. REGULATORY AGENCIES AND REQUIREMENTS

- A. Observe all laws, regulations, ordinances, codes and all such orders or decrees that exist at the present and which may be instituted during the construction work by any regulatory agency having legal jurisdiction or authority over the Work.
- B. If Contractor observes that the Contract Documents are at variance with any of laws, regulations, ordinances and codes of any regulatory agency, the Contractor shall give the Owner prompt written notice thereof, and receive necessary revision in writing.
- C. Regulatory agencies having such legal authority together with published documents describing and stating such requirements include, but are not necessarily limited to the following:
 - 1. Federal: United States Department of Labor "Occupational Safety and Health Administration: Occupational Safety and Health Standards."
 - 2. City of Chicago:
 - a. Building Code: Latest Edition.
 - b. Department of Inspectional Services.
 - c. Health Commissioner.
 - d. Fire Department.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

**SECTION 01 42 00
REFERENCES**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The Conditions of the Contract and the General Requirements are hereby made part of this section.

1.2 DESCRIPTION OF WORK

- A. Definitions of certain terms used in the specifications, and explanation of the language, abbreviations thereof, format and certain conventions used in the specifications and associated Contract Documents.
- B. The definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to the extent such definitions or explanations are not stated more explicitly in other provisions of the Contract Documents.
- C. Various standards are referenced throughout the Contract Documents. This Section specifies the following:
1. Applicability of Reference Standards.
 2. Provision of Reference Standards at Site.
 3. Acronyms used in the Contract Documents for Reference Standards.
 4. Source of Reference Standards.

1.3 GENERAL DEFINITIONS

- A. Wherever in the Contract Documents the following terms, or pronouns in place of them, or abbreviations thereof are used, the intent and meaning shall be interpreted as follows:
1. Addenda: Addenda are written or graphic instruments issued by the Engineer which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. Addenda are to be issued no later than 48 hours prior to the date for receipt of bids, except an Addendum withdrawing the request for bids or one which includes a postponement of the date for receipt of bids.
 2. Agreement: Shall mean a proposal or contract executed by the Owner and Contractor.
 3. Alternate: An Alternate Bid (or Alternate Price) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted. If the Alternate Price is accepted by the Owner, the variation is then a part of the Contract and the amount quoted to be added or deducted from the Lump Sum Base Bid Price is taken into account in determining the Contract Sum.
 4. Approved: The term approved, when used in conjunction with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Engineer's duties and responsibilities as stated in the Conditions of the Contract.

5. Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be omitted for sums stated in Alternate Additives and Deductions, or before Substitutions are considered.
6. Bid: A Bid is a complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein, submitted in accordance with the requirements of the Bidding Documents. The term bid is used interchangeably with proposal.
7. Bidder: A Bidder is a person or entity who submits a Bid.
8. Bidding Documents: Bidding Documents include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, other sample bidding and contract forms and the proposed Contract Documents including Addenda issued prior to date for receipt of bids.
9. Calendar Day: Shall mean every day shown on the calendar.
10. Consultant: Shall mean Thornton Tomasetti, Inc., or their duly authorized representative.
11. Contract Documents: The Contract Documents proposed for the work consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to date for receipt of bids, and all Modifications issued after execution of the Contract.
12. Contractor: Shall mean the individual, firm, partnership, or corporation directly contracting with the Owner for performance of prescribed work.
13. Directed (Requested, etc.): Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by the A/E", "requested by the A/E", etc. However, no such implied meaning will be interpreted to extend the A/E's responsibility into the Contractor's area of construction supervision.
14. Drawings: The approved plans, profiles, typical cross sections, elevations and details listed in Specification Section 00 01 15 - List of Drawing Sheets, or addenda thereto; which show the location, character, dimensions and details of the work to be performed. The term Drawings is used interchangeably with Plans.
15. Engineer: The Engineer is the duly authorized consultant of the Owner as defined in the Requirements of Bidding and Instructions to Bidders; the terms Engineer and Consultant may be used interchangeably.
16. Engineer/Architect or Architect/Engineer: Shall mean Engineer as defined above.
17. Equal: Where the words "equal", "or equal", "approved", "satisfactory" and other words of like import are used, determination and approval by the Engineer is intended, unless otherwise specified, and is so understood.
18. Furnish: Shall mean purchase and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
19. General Requirements: The provisions and/or requirements of Division 1 sections. General Requirements apply to the entire work of the Contract and, where so indicated, to other elements of work which are included in the project.
20. Include: Shall mean that the items specified thereafter may or may not be all of the constituents, components, or subordinate parts of the whole.
21. Install: The term "install" describes operations at the Project Site, and shall mean to receive, inspect, handle, unload, temporarily store, unpack, assemble, erect,

- place, anchor, apply, finish, protect, clean and similar operations complete and ready for use, including connections, adjustments, and testing.
22. Installation: Install the Work in accordance with the Contract Documents; secure as required into proper position and alignment.
 23. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the drawings, or to other paragraphs or schedules in the specifications. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference on the Contract Documents. No limitation on location is intended except as specifically noted.
 24. Installer: The entity (person or firm) engaged by the Contractor or its subcontractor, or sub-subcontractor for performance of a particular construction activity at the project site, including installation, erection, application and similar required operations. Installers are required to be experienced in the operations they are engaged to perform.
 - a. The term "experienced", when used with the term "Installer", means having completed a minimum of 5 successful previous projects similar in size, scope, and complexity to this Project, and is familiar with the special requirements indicated, and has complied with requirements of the authorities having jurisdiction.
 - b. Where the specifications require installer experiences or other qualifications, such requirements apply to the firm and not to its employees or individual members. Where firm ownership has changed after required experiences occurred, the Engineer and Owner reserve the right to consider the ownership change as invalidating the experience requirements.
 - c. Trades: Using terms such as carpentry does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 - d. Assigning Specialists: Certain Sections of the Specifications may require that specific construction activities be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
 - e. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
 25. Joint-Venture: Shall mean a licensed business consisting of two or more persons, firms, or corporations, all of whom shall have a valid license to perform the type of work proposed by the Joint Venture. The Contractor's licenses and the Joint Venture license must be pre-existing at time of entering the bid.
 26. Owner: As defined in the Requirements of Bidding and Instructions to Bidders.
 27. Provide (or Provision): Shall mean "to furnish and install, complete, and ready for intended use, and shall include without limitation, all labor, materials, equipment, transportation, services, and other items required to complete the work."
 28. Project Site: The space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of

the project. The extent of the project site is shown on the drawings, and may or may not be identical with the description of land upon where the work is to be performed.

29. Regulations: 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.
30. Remove: To dismantle as required, remove from the construction site, and legally dispose of.
31. Review: The term "review", where used in conjunction with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the duties and responsibilities of the Engineer as stated in the General Conditions and Modifications to General Conditions. Such review shall not release the Contractor from responsibility to fulfill Contract requirements unless otherwise provided in the Contract documents.
32. Sub-Bidder: A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the work.
33. Subcontractor: Shall mean a person, firm, or corporation who has a contract with the Contractor to provide labor, materials, equipment, and services for work included in the Contract.
34. Testing Agency or Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere; and to report on and, if required, interpret the results of those inspections or tests.
35. Unit Price: A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents and/or in the proposed Contract Documents.
36. Working Day: Shall mean any calendar day except Saturdays, Sundays, or observed holidays in the state of Wisconsin.
37. Work: Shall mean all materials, labor and services required to execute the requirements of the Contract Documents.

1.4 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 33-Division format and MASTERFORMAT numbering system.
- B. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 1. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative and streamlined language is generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

The words "shall be" are implied wherever a colon (:) is used within a sentence or phrase.

1.5 INDUSTRY STANDARDS

- A. 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. Individual Sections indicate which codes and standards are applicable.
- B. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source with such copies made available at the Project Site for reference.

Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of bid issue date of Contract Documents.

- C. Where compliance with two or more standards is specified, and they establish different conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. The requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.
- D. 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 to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- E. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standards in effect as of the bid issue date of the Contract Documents.
- F. Conflicting Requirements: Where compliance with 2 or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different but apparently equal and uncertainties to the Engineer for a decision before proceeding.
- G. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.
- H. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the A/E for a decision before proceeding.

- I. 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.
- J. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. 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, but not assured, to be accurate and up-to-date as of date of the Contract Documents.

1.6 TRADE ASSOCIATIONS AND STANDARDS ABBREVIATIONS

- A. The absence of a trade association, standards generating organization, governing authority or other entity from the schedule of references in no way relieves the Contractor from conforming to the specified requirements.

1.7 GOVERNING REGULATIONS/AUTHORITIES

- A. The procedure followed by the Consultant has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing the Contract Documents, recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. The Contractor shall contact governing authorities directly for necessary information and decisions having a bearing on performance of the work.

1.8 SUBMITTALS

- A. Permits, Licenses and Certificates: For Owners'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.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable

END OF SECTION

**SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The Conditions of the Contract for Construction and the General Requirements of Division I of these Specifications apply to the Work in this Section.

1.2 BUILDING OPERATIONS

- A. The Contractor can utilize the utilities indicated herein pending the use does not interfere with the building operations.

1.3 TEMPORARY SERVICES GENERAL

- A. Maintain strict supervision of use of temporary services. Enforce conformance with applicable standards. Enforce safe practices. Prevent abuse of services and systems. Prevent damage to finishes.
- B. Elevator: The freight elevator can be used by the Contractor to transport materials and personnel upon Owner approval. The hours of operation will be limited and must be coordinated with the Owner. Contractor shall verify weight to be carried by hoist prior to loading to ensure it is within hoist's capacity.

1.4 TEMPORARY ELECTRIC

- A. Limited electrical service is available at no charge to the Contractor for reasonable use. The Contractor shall minimize the use of the electricity.
- B. Contractor may obtain temporary power for construction from this source, or may use own generator, or the Contractor shall provide temporary electrical service.
- C. Temporary power service shall comply with OSHA Standards. The Contractor shall maintain these temporary services in good order throughout the project until Work is complete. All extension cords shall be provided by the Contractor or Subcontractor requiring the power.
- D. Electrical service shall not be used for heating.

1.5 TEMPORARY LIGHTING

- A. Provide adequate illumination for Work being performed and for safe movement through Project.
- B. Provide adequate illumination for public safety and special warning lighting for hazardous conditions.
- C. Provide adequate illumination required to protect the Project Site from unauthorized entry.

1.6 TEMPORARY TELEPHONE SERVICE

- A. No telephones will be provided by Owner.
- B. Contractor to provide telephone service as required.

1.7 TEMPORARY WATER

- A. Sources of water are available at the site. Owner will pay for reasonable amounts of water used for construction purposes.
- B. The Contractor shall provide, at the earliest possible date, temporary connections to the water supply sources and maintain adequate distribution for all construction requirements. The Contractor shall protect sources against contamination and damage.
- C. Methods of conveying this water shall be approved by the Engineer and shall not interfere with the Owner's operations.
- D. Prevent wasteful use of water. Protect system from freezing. The Contractor shall be responsible for repairing/replacing any piping, fittings, spouts, etc. that are damaged by the freezing of pipes directly related to the Work.

1.8 TEMPORARY SANITARY FACILITIES

- A. Contractor may use Owner's sanitary facilities at the first floor of the building.

1.9 EXISTING DRAINS AND SEWERS

- A. The Contract shall not permit debris or other contaminants deleterious to the municipality sewer system to be washed down pavement drains or otherwise discharged into the municipality sewer system.

1.10 EXISTING AND TEMPORARY FIRE PROTECTION

- A. Contractor shall provide adequate fire protection and fire prevention for the Project and in no case less than that required by applicable City, County, State, and Federal Laws.

1.11 FIRST AID

- A. Contractor shall provide a first aid kit with adequate provision for the materials being used on site. Contractor shall maintain an envelope to hang above the first aid kit which will contain all of the Health and Safety Data Sheets for materials being used on this Project.

1.12 USE OF PARKING AREAS/TEMPORARY PARKING

- A. Parking will be allowed and should be coordinated with the Owner.

1.13 STORAGE

- A. The Owner will allow limited storage of materials in the interior of the building, as discussed at the Pre-Bid meeting. The Owner shall approve areas for use.

1.14 EXISTING UTILITIES

- A. Do not disturb existing utilities servicing adjacent buildings without written permission from Owner.
- B. Request shall be in accordance with utility implementation and termination schedule. When an implementation and termination schedule is not required, request shall be made not less than ten (10) days prior to such request for interruption.
- C. Damage to utilities shall be repaired immediately, to the full satisfaction of the Owner.
- D. Unscheduled interruption of utilities shall be correction immediately, to the full satisfaction of the Owner.

1.15 BARRICADES

- A. Refer to Section 01 58 13 - Traffic Control and Signage.

1.16 SECURITY

- A. The Contractor shall be responsible and pay for the security of his work area and equipment.
- B. Adequate precautions shall be taken to prevent unauthorized personnel from entering the job site.
- C. All shipments shall be addressed to the Contractor and he shall be responsible for their receipt, unloading, handling and storage at the site.

1.17 DUST AND FUME CONTROL

- A. Contractor shall take all necessary precautions to keep dust confined in the present work area.
- B. Contractor shall be responsible for any damage to vehicles due to construction.
- C. Contractor shall submit to the Owner, for approval, proposed methods used to contain dust and fumes in the work area.
- D. Prevent hazardous accumulations of dusts, fumes, mists, vapors or gases in areas occupied during construction. Provide local exhaust ventilation to prevent harmful dispersal of hazardous substances into atmosphere of occupied areas. Dispose in manner that will not result in harmful exposure to persons. Ventilate storage spaces containing hazardous or volatile materials.
- E. Store propane, fuel oil, kerosene and other volatile or flammable materials in covered metal containers and at locations as required by Federal, State, County and City legal requirements, and as approved by the Owner's Representative. Remove such containers from the premises daily.

1.18 DEBRIS CONTROL

- A. Contractor shall remove all debris from areas exposed to public view on a daily basis to maintain a neat, clean site and dispose of same at authorized dump sites.

- B. Dumpster is to be provided by the Contractor. Contractor may NOT use existing dumpsters. Dumpster location shall be approved by the Owner.

1.19 CONSTRUCTION LOADS

- A. Maximum construction loads for the structures shall not be exceeded under any circumstances.

1.20 NOISE CONTROL

- A. Contractor shall review with the Owner the types of equipment which he proposes to use during normal business hours and obtain Owner's' approval for such use.

1.21 TEMPORARY FIELD OFFICES AND BUILDINGS

- A Contractor shall provide their own temporary field office and temporary buildings for storage, tools, employee clothes, change convenience, and other activities required. Location to be approved by the Owner. The Contractor shall maintain a file at this office with copies of originals of all relevant project records and documents for reference during the course of the project.
- B All storage shall be in temporary sheds or trailers. Provide and maintain fire-fighting equipment for all temporary buildings. Upon completion of the Project, remove temporary buildings and structures from this site assuming all costs in connection with their removal.

1.22 DELIVERIES

- A The Contractor's Superintendent shall be on site for all deliveries.

1.23 JOBSITE DOCUMENTS

- A The Contractor shall be provided with two (2) sets of Construction Drawings and Specifications. Additional sets will be provided upon request at cost.
- B The Contractor shall keep in the field office at all times, in addition to above, the following items;
 - 1. The most recent revision of the Drawings and specifications, including all changes made by addenda, sketches, bulletins, and change orders.
 - 2. Health and Safety Data Sheets.
 - 3. The most recent issue of approved submittals. Obsolete or unapproved Submittals and Health and Safety Data Sheets shall not be kept at the job site.
 - 4. All material evaluation reports.

1.24 THERMOMETER

- A Install an official project thermometer in a conveniently readable location, which will give reasonable accurate readings of the actual air and/or substrate (if applicable) temperatures, and which can be reached easily for resetting. Instrument shall be resettable type indicating daily maximum and minimum temperatures. Keep a permanent daily log of those readings; provide copy of this log in daily report.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART I - GENERAL

1.1 DESCRIPTION

- A. Provide materials, products, and equipment for incorporation into the Work, as shown on the Drawings and as specified herein.

1.2 REFERENCE TO STANDARDS

- A. Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the current standard, code, specification, or tentative specification adopted and published at the time of bidding; and such standards are made a part hereof, unless otherwise indicated.
- B. Reference to a technical society, organization, or body may be made in the Specifications by abbreviations, in accordance with the following list:

AA	Aluminum Association
AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
CGA	Compressed Gas Association
CSI	Construction Specifications Institute
Fed. Spec.	Federal Specifications
FS	Federal Specifications
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEC	National Electric Code

NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
UL	Underwriters Laboratories, Inc.

1.3 SUBMITTALS

- A. Prior to the start of Work, submit to the Engineer a complete list of major products, in triplicate, which are proposed for installation in accordance with the Specifications. Include with the listing of each product:
 - 1. Product trade name.
 - 2. Catalog or model number:
 - a. Catalog or model numbers, if given in the Contract Documents, are understood by the Engineer to be current as of the date of the Contract Documents.
 - b. The Contractor must verify that the catalog or model numbers are current at the time he orders the material of equipment specified; and he must notify the Engineer immediately if it is not.
 - 3. Manufacturer's name, address, and telephone number.
 - 4. Manufacturer's technical data.

1.4 PRODUCT DELIVERY, HANDLING AND STORAGE

- A. The Contractor shall be solely responsible for properly receiving, handling, and storing all materials furnished under the Contract from the time such materials are delivered to the Site until final acceptance of the Work by the Owner:
 - 1. Damage to any and all material upon its arrival at the Site and during the construction period shall be made good by the Contractor involved at no additional expense to the Owner.
- B. Coordinate deliveries to avoid delay in or impediment of the progress of the Work of various trades.
- C. Accept delivery of material only in an undamaged condition. Remove and replace all damaged or otherwise unsuitable material immediately upon discovery.
- D. All material for the Job must be delivered to the Job Site and received there by the Contractor.
- E. Unless otherwise specified in appropriate Sections of the Specification, packaged material shall remain in original containers with labels intact and with seals unbroken until time of use. All contained material shall have readable labels for the duration of the Work:
 - 1. Protect to avoid damage to material caused by water, freezing, and the effects of weather.
 - 2. Store materials on the Job Site above ground in a dry place and keep weatherproof. Like material shall be stored together.

3. Do not endanger the safety of persons or materials or structures. When it is necessary to store material on or in any portion of the Project, exercise caution in loading the structure:
 - a. Consult the Engineer or Owner on reserving space for storage in the Project; but the Engineer or Owner shall not be responsible for accidents or damage or structural failure due to the Contractor's negligence, nor due to the Contractor's failure to consult the Engineer or Owner and seek his recommendations on material storage prior to such calamity.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. All materials and products incorporated in the Work shall be in accordance with the Drawings and Specifications and shall conform to the requirements of applicable codes, laws, and ordinances.
- B. All materials shall be new, unless otherwise designated, and shall be of standard first-grade quality, produced by expert workmen.
- C. Any two or more pieces of new material or equipment of the same kind, type, or classification, being used for the same type of service, shall be made by the same manufacturer.

2.2 BIDDER'S/CONTRACTOR'S OPTIONS FOR SPECIFIED PRODUCTS

- A. For products specified only by ASTM or other reference standards, select any product by any manufacturer meeting such standards.
- B. For products specified by naming several products and manufacturers, select any one product and manufacturer named.
- C. For products specified by naming only one product and manufacturer, only that specified product, shall be included in the Bid; and the Bidder/Contractor has no option to exercise with regard to that product.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Methods of construction shall be in accordance with the intent of the Drawings and Specifications.
- B. The Contractor shall have sufficient and proper equipment and machinery to execute the Work (and to handle emergencies) encountered on Work of this character.
- C. Materials to be permanently incorporated in the Work shall be erected in a neat and workmanlike manner at the locations and elevations shown on the Drawings, unless directed otherwise by the Engineer.

END OF SECTION

**SECTION 01 70 00
CONSTRUCTION CLEANING**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The Conditions of the Contract for Construction and the General Requirements of Division I of these Specifications apply to the Work in this Section.

1.2 WORK INCLUDED

- A. Facilities, equipment and labor for cleaning and waste disposal during construction and for final cleaning.
- B. Clean up site on a daily basis.

1.3 RESPONSIBILITIES

- A. Contractor and each subcontractor and installer is responsible for specific cleaning operations of his work to the extent specified in the appropriate Specification Sections.
- B. Employ workmen or professional cleaners experienced in the specific cleaning operations.

1.4 CLEANUP

- A. Conduct cleanup and disposal operations to comply with applicable anti-pollution laws and local ordinances.
 - 1. Burning or burying of waste materials on the project site is not permitted.
 - 2. Disposal of volatile fluids or wastes in storm or sanitary sewers, or into streams or waterways, is not permitted.
 - 3. Work areas shall be broom clean at the end of each work day.

PART 2 – PRODUCTS

2.1 Cleaning Materials

- A. Use cleaning materials for surfaces as recommended by manufacturer.

PART 3 – EXECUTION

3.1 CLEANUP

- A. At the end of each day, clean the area involved to a condition suitable for occupancy and restore minor or superficial damage. Replace units and elements which are damaged beyond successful repair.
- B. Oversee cleaning and ensure that building, grounds, and public properties are maintained free from accumulation of waste materials and rubbish.

- C. Take measures to prevent spread of trash, debris, cartons, packaging or other waste materials on or off the project site by wind.
- D. Where subsequent construction activities could result in damage to other work in place, provide appropriate protective covering and other provisions.
- E. Clean adjacent and nearby streets of dirt occasioned by construction operations; frequency and methods as required by governing authority.

3.2 DISPOSAL

- A. Each Contractor or Subcontractor, in addition to the responsibilities set forth in the General Conditions, shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Work or his Employees.
- B. Establish and enforce a daily system for collecting and disposing of waste materials from construction areas and elsewhere at the project site. Provide suitable trash containers at a central collection point on the site. Provide chutes or other suitable means for removing trash safely and cleanly from elevated portions of the work.
- C. Contractor and each Subcontractor and Installer is responsible for cleaning and removal of his trash and debris to the collection point.
- D. Do not hold collected materials at the site for periods of more than seven days. Handle hazardous, dangerous or unsanitary wastes separately from other waste materials, by containerizing properly. Dispose of each category of waste material in a lawful manner. Comply with federal, state, and local regulations for removal of combustible waste material and debris.

3.3 PROJECT CLOSEOUT

- A. At the completion of the Project, the Contractor shall restore or replace all property damaged by his Work.
- B. Final cleaning shall include, as a minimum:
 - 1. Remove grease, paint, dust, soil, stains, labels, fingerprints, writing, and other foreign materials from sight-exposed interior and exterior finished surfaces.
 - 2. Remove dust from all items, such as walls, ceilings, mechanical and electrical items.
 - 3. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces
 - 4. Sweep floor surfaces.

END OF SECTION

**SECTION 01 77 19
CLOSEOUT REQUIREMENTS**

PART I - GENERAL

1.1 DESCRIPTION

- A. Comply with Contract Closeout requirements and procedures as specified herein.
- B. Related requirements specified elsewhere:
 - 1. General Conditions.
 - 2. Section 00 73 00 – Supplementary Conditions
 - 3. Section 01 33 00 – Submittal Procedures
 - 4. Section 01 70 00 - Construction Cleaning
 - 5. Section 01 78 36 - Warranties and Bonds

1.2 SUBSTANTIAL COMPLETION

- A. Contractor:
 - 1. Submit to Engineer in writing certifying that Project, or designated portion of Project, is substantially complete.
 - 2. Attach a list of major items to be completed or corrected, (Punch-list). Include stipulated date of completion.
- B. Engineer will make an inspection within seven (7) days after receipt of certification, together with Owner's Representative.
- C. Should the Engineer and Owner consider that Work is substantially completed:
 - 1. Engineer will prepare and issue a Certificate of Substantial Completion, AIA G704, complete with signatures of Owner and Contractor, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by Engineer.
 - 2. Contractor: Complete the work listed for completion or correction, within designated time.
- D. Should Engineer and Owner consider that Work is not substantially completed:
 - 1. Engineer shall immediately notify Contractor, in writing, stating reasons.
 - 2. Contractor shall complete Work and send second written notice to Engineer, certifying that the Project, or designated portion of the Project, is substantially complete.
 - 3. Engineer and Owner will reinspect Work.

1.3 FINAL INSPECTION

- A. Contractor shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Project has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.

4. Project is completed and ready for final inspection.
- B. Engineer and Owner will make final inspection within seven (7) days after receipt of certification.
- C. Should the Engineer and Owner consider that the Work is finally complete in accordance with the requirements of the Contract Documents, the Engineer shall request Contractor to make Contract Closeout submittals.
- D. Should the Engineer and Owner consider the Work is not finally complete:
 1. Engineer shall notify the Contractor, in writing, stating reasons.
 2. Contractor shall take immediate steps to remedy the stated deficiencies and shall send a second written notice to the Engineer certifying that the Work is complete.
 3. Engineer and Owner will reinspect Work.

1.4 FINAL REINSPECTION COSTS

- A. Should the Engineer be required to perform substantially more than one final inspection because of a failure of the Work to conform with the original certifications of the Contractor, the Owner will compensate the Engineer for any additional services required as a result, and will deduct such compensation paid from final payment to the Contractor.

1.5 CLOSEOUT SUBMITTALS

- A. Submit evidence of compliance with requirements of governing authorities.
- B. Certificate signed under oath or verified by affidavit listing all parties supplying services, labor, and materials, and the cost amount already paid to each, and the cost amounts yet due to each or to become due to each.
- C. Evidence of payments, release of liens, and final waivers of lien. All the following documents shall be duly executed before delivery to the Engineer:
 1. Contractor's Release or Final Waiver of Liens, conditional on receipt of final payment and on form acceptable to the Owner.
 2. Separate Releases or Final Waivers of Liens from each and every party with lien rights against the property of the Owner on Forms 3HP, by George E. Cole Legal Forms, or Walker Form 593.
- D. Construction Record Drawings and Specifications.
- E. Guarantees and warranties.
- F. Closeout submittals required for separate portions of the Work and specified elsewhere.

1.6 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments:
 1. Original Contract Sum.
 2. Additions and deductions resulting from any or all of the following:

- a. Change Orders to date.
- b. Deductions for uncorrected Work.
- c. Deductions for Engineer's reinspection payments, if any.
- d. Alternates.
- 3. Total Contract Sum, as adjusted.
- 4. Total previous payments.
- 5. Sum remaining due.
- C. Engineer will prepare a final Change Order, if any is required, reflecting approved adjustments to the Contract Sum not previously made by Change Orders.

1.7 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit a final Application for Payment in accordance with requirements of the General Conditions and General Requirements Division 1.

1.8 FINAL CERTIFICATE FOR PAYMENT

- A. Engineer will issue a final Certificate for Payment in accordance with provisions of the General Conditions and General Requirements Division 1.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

**SECTION 01 78 36
WARRANTIES AND BONDS**

PART I - GENERAL

1.1 DESCRIPTION

- A. Related requirements specified elsewhere:
1. General Conditions.
 2. Section 01 10 00 – Summary of Work
 3. Section 01 33 00 – Submittal Procedures
 4. Division 2 Section "Selective Demolition."
 5. Division 3 Section "Cast-In-Place Concrete."
 6. Division 7 Section "Rubberized Asphalt Waterproofing."
 7. Division 7 Section "Water Repellents."
 8. Division 7 Section "Joint Sealants".

PART 2- PRODUCTS

Not Applicable.

PART 3-EXECUTION

3.1 REQUIREMENTS

- A. In addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents, the Work shall be guaranteed as specified herein.
- B. Contractor's warranty shall cover materials and workmanship for entire project for a period of (3) three years after the Substantial Completion Date of the Contract Work, or various portions thereof as certified by the Engineer and Owner. A substantial completion will be issued for each Phase.
- C. Refer to technical sections herein for material warranty requirements.
- D. All other work not specifically noted above shall be warranted by the Contractor or supplier providing or furnishing such Work, to be free from defective material and workmanship for a minimum period of five (5) years or as indicated elsewhere in this Project Manual in the technical sections, whichever is more stringent, from the date of acceptance for each Phase, as established on the Substantial Completion form.
- E. Installation or shipment data of material and equipment does not constitute the beginning of warranty period, as far as the Owner is concerned.

- F. Within any warranty period, if repairs or changes are required in connection with guaranteed Work rendered necessary as the result of the use of materials, equipment, or workmanship, which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner, perform the following:
1. Place in satisfactory condition all of such warranted Work, and thus correct all defects therein.
 2. Place in satisfactory condition all other elements of the building or site which are damaged or disturbed in performance of warranty work.
- G. If the Contractor or his Surety, after reasonable notice, fails to proceed promptly to comply with terms of the warranty, the Owner may have the defects otherwise corrected and the Contractor or his Surety shall be liable for all expense incurred.

3.2 CERTIFICATION

- A. Certificates of Warranty for the Entire Work and for each portion of the Work shall be submitted to the Engineer as a prerequisite for final payment to the Contractor.
- B. Each warranty, unless otherwise specified in the applicable section of the Specifications, shall state the following: "(Name of Contractor, Subcontractor or Supplier) warrants material and/or workmanship for a period of five (5) years or as indicated elsewhere in this Project Manual in the technical sections, whichever is more stringent, from the date of Substantial Completion of the Work, and guarantees that all defects in material and/or workmanship will be promptly repaired or replaced upon claim from the Owner of said defects and without cost to the Owner".
- C. Deliver all required certificates to the Engineer in accordance with the Contract Documents.

3.3 FULFILLMENT OF GUARANTEE

- A. Repairs shall be recorded on the Project Record Documents.
- B. During the guarantee period for the different types of repairs, all defective repairs observed by maintenance personnel or management personnel shall be reported to the Building Engineer or equal.
- C. The Building Engineer or equal shall submit to the Engineer a written notification of the type and location of the reported deficient repairs.
- D. The Engineer will review the reported problem and perform a field investigation, if deemed necessary.
- E. If corrective repairs or changes are necessary in connection with guaranteed work, the Contractor shall promptly perform this work, including material and labor, at the direction of the Engineer, without expense to the Owner.

END OF SECTION

**SECTION 01 78 39
PROJECT RECORD DOCUMENTS**

PART I - GENERAL

1.1 DESCRIPTION

- A. Related requirements specified elsewhere:
 - 1. Section 01 31 00 – Coordination.
 - 2. Section 01 33 00 – Submittal Procedures.
 - 3. Section 01 77 19 – Closeout Requirements.

1.2 PROJECT DOCUMENTS FOR RECORDING CHANGES

- A. Maintain during construction one (1) complete set of Project Documents and Contract-related Documents. Record clearly and completely any and all deviations from the original provisions of the Contract Documents. Such records shall show the work as actually executed. The Record Documents of the Contractor can be the Engineer's elevations indicating completed work on individual locations, as reviewed and approved by the Contractor.
- B. Record Documents include the following:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Interpretations and Supplemental Instructions.
 - 4. Addenda.
 - 5. Change Orders and other modifications during construction resulting from:
 - 6. Bulletins issued by the Engineer, describing changes in the Work and other modifications.
 - 7. Field change Authorizations.
 - 8. Reviewed product literature.
 - 9. Field test records and reports.
 - 10. Correspondence file.
- C. Store Project Record Documents apart from field documents used for construction. Do not use record documents for construction purposes.
- D. Maintain record documents in clean dry and legible condition.
- E. Make record documents available, upon request, for inspection by the Engineer and Owner.
- F. Use red-colored pencils for marking all changes or adding information required.

1.3 RECORDING PROJECT CHANGES

- A. Label each document "PROJECT RECORD" in clearly printed red letters.

- B. Never allow drawings or pages in the set of record documents to be separated.
- C. Keep record documents current on a daily basis.
- D. In performing Work, do not conceal any Work until required information has been recorded.
- E. Contract Drawings shall be clearly and completely marked to record actual construction including the following:
 - 1. Field changes of dimensions, materials, and details from those shown on the Drawings.
 - 2. Details not on original Contract Drawings, but included as Supplementary Drawings, and the like, during construction.
- F. Specifications shall be clearly and completely marked to record actual construction including the following:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed, when Contractor's options are available.
 - 2. Changes made by the Engineer's bulletins, Change Orders, or Field Change Authorizations, or per reviewed product data.
 - 3. Changes not otherwise included above.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

**SECTION 03 93 00
CONCRETE RESTORATION**

PART I - GENERAL

1.1 DESCRIPTION

- A. Furnish labor, materials, tools and equipment and perform Work necessary for and incidental to repair/restore the deteriorated exposed concrete surfaces at the façade as shown on the Drawings and specified herein; in accordance with the provisions of the Contract.
- B. Work of this Section shall include:
 - 1. Examine existing surface by means of acoustical examination to determine the extent of the deteriorated of the concrete.
 - 2. Removal of the delaminated material through impact means. Removal of sound concrete will be necessary when over 1/2 the diameter of the reinforcement is exposed.
 - 3. Where reinforcement has corroded beyond 25 percent of its original cross-section area for any single bar and more than 20 percent loss of its original cross-section area for consecutive bars, splicing of reinforcement is shall be performed.
 - 4. Preparing the substrate and reinforcement by means of sand blasting to remove laitance, loose material, bond breaking materials, or other contaminants.
 - 5. Epoxy coating of exposed reinforcement or newly installed reinforcement.
 - 6. Verify substrate surface condition is compatible to receive the work of this Section. Notify the Engineer if any incompatibilities.
 - 7. Forming and pouring of concrete at repair areas, including topside partial depth repairs, underside partial depth repairs, full depth repairs, beam repairs, and edge repairs.
 - 8. Routing and sealing existing cracks in the topside of the elevated concrete slabs.
- C. Related requirements specified elsewhere:
 - 1. General Conditions.
 - 2. Section 01010 - Summary of Work.
 - 3. Section 01040 - Coordination.
 - 4. Section 01300 - Submittals.
 - 5. Section 01600 - Material and Equipment.
 - 6. Section 01700 - Contract Closeout.
 - 7. Technical Sections.
- D. Record Keeping: The Contractor shall notify the Engineer when they are quantifying the repairs. The Engineer may verify quantities during the course of the project. The Contractor shall submit completed quantities on a weekly basis.

- E. Unit Cost Repairs: These unit costs are associated with the concrete removal. The depth shall be the average of the concrete removed as compared to the sound adjacent concrete surfaces. Refer to the Bid Form for repair quantities. Unit cost repairs consist of the following:
1. Up to 3.5-Inch Deep Vertical Patches: The cost to perform all the concrete restoration for concrete patches that are up to 3.5 inches deep shall be included in this unit cost.
 2. Rout and Seal Concrete Cracks at Slab Edges: The cost to perform the concrete restoration at existing cracks in the vertical slab edges of the facade.
- F. Compatibility: Verify substrate surface condition is compatible to receive the work of this Section. Notify the Engineer if any incompatibilities.
- G. MSDS: Prior to the use of any materials, refer to the "Safety" section of the Materials Safety Data Sheets (MSDS) provided by the material manufacturer for applicable cautions and warnings.

1.2 REFERENCES

A. Reference Standards

1. American Society of Testing and Materials (ASTM)

Description of Test	ASTM Test
Specification for Concrete Aggregates	ASTM C 33
Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete	ASTM C 42
Standard Test Method for Slump of Portland Cement Concrete	ASTM C 143
Specification for Standard Sizes of Coarse Aggregate for Highway Construction	ASTM D 448
Specification for Chemical Admixtures for Concrete	ASTM C 494
Specification for Portland Cement	ASTM C 150
Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction	ASTM E 329
Test for Air Content of Freshly Mixed Concrete by the Pressure Method	ASTM C 231

2. American Concrete Institute (ACI)

Description of Test	ACI #
Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete, ACI Committee 211	ACI 211.1
Specification for Structural Concrete in Buildings	ACI 301
Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete	ACI 304
Recommended Practice for Hot Weather Concreting	ACI 305R
Recommended Practice for Cold Weather Concreting	ACI 306R
Building Code Requirements for Reinforced Concrete	ACI 318-83

1.3 QUALITY ASSURANCE

- A. Qualifications of Concrete: Contractor must have a minimum of 5 years experience in performing concrete repair work similar to the Work herein. Each bidder shall provide pre-qualification documents specified in the Bid Form.

1.4 WARRANTY

- A. Contractor's Warranty: Provide three-year Contractor's Warranty for materials and workmanship.

1.5 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00 - Submittals:
1. Materials identified in Part II

1.6 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.
- B. Protection and Storage: Protect materials from deterioration by moisture and temperature. Store off the ground and in a dry location or in waterproof containers. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Store and condition materials as recommended by the product manufacturer.
- C. Storage: Materials shall be stored in a dry condition and protected from dirt, dust, and other contaminants. Cement bags shall be stored on pallets. Fine and coarse aggregates shall be stored in a dry place. latex emulsion shall be storage and prepared per the manufacturer's recommendations.

1.7 PROJECT CONDITIONS

- A. Environmental Conditions: Do not place concrete if precipitation appears imminent. Do not place concrete when the air temperature is below 40 degrees F. Adhere to manufacturer's specifications regarding environmental requirements, surface preparation, application methods, etc., where more stringent than required by these specifications.
- B. Protection: Protect building surfaces and building components against damage from work of this section. Site features shall be protected so that they will not be damaged as a result of Contractor's Work. Site features and components shall be restored to pre-job condition after the work is complete. Contractor shall replace damaged landscaping with new materials.
- C. Building Obstructions: Where there is a potential that existing equipment, fixtures, piping and/or miscellaneous items attached to the building may be disturbed and/or damaged by demolition, repairs, new construction and/or any of the Contractor's operations, they shall be temporarily supported and protected as required. After completion of construction, existing equipment, fixtures, piping and miscellaneous items shall be reattached to the building in accordance with these specifications, the details on Drawings, industry standards, and/or the appropriate manufacturer's specifications.

1.8 DAMAGE

- A. No existing work, which is not to be removed under this Contract, shall be disturbed or damaged in any way except to the extent specifically required by this Contract in order to accomplish the required work. The Contractor shall assume the risk of such disturbance or damage arising out of or in connection with the performance of the Work.
- B. If any such disturbance or damage occurs to the existing work, the Contractor shall promptly restore, repair or replace such disturbance or damage to the existing work to the satisfaction of the Engineer without expense to the Owner. It shall be expressly understood that any disturbance and/or damage found in the existing work that was not identified by the Contractor prior to commencement of their operations, will be assumed to have been caused by the Contractor and repaired under the terms of this clause.

PART 2- PRODUCTS

2.1 EQUIPMENT

- A. Jack Hammers: Hammers for the removal of concrete not more than 30 pounds.
- B. Chipping Hammers: Hammers for the removal of concrete beneath reinforcing steel not more than 15 pounds.
- C. Sandblasting Equipment: Equipment capable of removing rust from the exposed reinforcement and contaminants and laitance for newly exposed concrete surfaces.
- D. Compressed Air: Air equipment capable of removing dust and dirt from exposed concrete and steel surfaces.

2.2 CONCRETE TYPES, STRENGTHS, AND USES

- A. Concrete shall be a Normal Weight Concrete material with a 28-day design compressive strength between 4,000 to 5,000 psi. Compressive strength shall not exceed 5,000 psi.

2.3 MATERIALS

- A. Vertical Partial-Depth Concrete Repairs
 - 1. TintCrete P by J.E. Tomes & Associates, Inc. Standard color will be approved by Owner.
 - 1. Or Approved Equivalent
 - 2. Water: shall be potable, clean, and free of injurious quantities of substances known to be harmful to Portland Cement.
- B. Supplemental reinforcement, epoxy coating and epoxy grout
 - 1. Stainless Steel Dowels: Conforming to ASTM A 167, 316L
 - 2. Reinforcing Bars: Conforming to ASTM A 615, Grade 60. New reinforcing bars must have a factory-applied epoxy coating installed in accordance with the "Standard Specification for Epoxy-coated Reinforcing Bars" (ASTM A 775-81) or a field-applied epoxy coating installed in accordance with these specifications.
 - 3. Epoxy for Coating Exposed Reinforcing Bar: JE Tomes B-1 Coating by J.E. Tomes & Associates, Inc.
 - 4. Epoxy for Epoxy-grouted Dowels and Reinforcing Bars: Sikadur 31 Hi-mod Gel manufactured by Sika or and approved equal.

5. Incompressible Filler: Asphalt impregnated fiber board that complies with ASTM D 1751. Thickness as indicated on Drawings or required for work.
- C. Epoxy for Supplementary Stainless Steel in Concrete Patches: Hilti HY 150 by Hilti Corporation, or approved equal.
- D. Sealant: Refer to Section 07 92 00 – Elastomeric Sealants

PART 3 - EXECUTION

3.1 CONCRETE RESTORATION

- A. Identifying Concrete Repair Areas: Sound the exposed concrete for areas of spalled, delaminated, or deteriorated concrete. Deteriorated areas shall be marked with chalk.
- B. Engineer's Review of Repair Areas: Contact Engineer for review of marked areas. Once reviewed, the Contractor shall remove the deteriorated concrete to sound concrete as indicated on the Drawings and specified herein.
- C. Concrete Removal
 1. Removal: Delaminated, spalled and sound areas of concrete shall be removed as indicated on Drawings and specified herein. Contractor shall use caution during remove to prevent damage to adjacent surfaces.
 2. Geometry of Patch: Rectangular patch areas are recommended.
 3. Sound Concrete Removal: Sound concrete shall only be removed to provide the clearances as indicated on the Drawings and specified herein, including:
 - a. Clearance Around Reinforcing Steel: Maintain a minimum of 3/4-inch clearance behind any exposed reinforcing steel that is exposed more than half of its bar diameter. No reinforcing steel shall be removed prior to review by Engineer. Refer to Reinforcing Steel Preparation Section.
 - b. Depth of Patch: The minimum depth is intended to prevent feathered edges of the concrete patch and shall be 1/2-inch as measured from the adjacent sound concrete surfaces.
 - c. Perimeter Sawcut of Patch Area: Sawcut the perimeter of the concrete area to be removed to a minimum depth of 1/2-inch. Sawcuts should be made perpendicular to the concrete surface being cut. Take necessary precautions to avoid cutting the existing reinforcing steel.
- D. Concrete Patch Preparation
 1. Preparation: Remove deteriorated concrete and sound concrete as indicated on the Drawings and Specified herein. Clean reinforcing steel as indicated below.
 2. Engineer's Review of Prepared Patch: Contact Engineer when the concrete and steel is prepared, or sooner if specifically indicated within a given section of the specifications so that Engineer can review on site.
- E. Reinforcing Steel Preparation
 1. Cleaning of Steel: Any exposed reinforcing steel shall be mechanically cleaned or sandblasted to remove corrosion. Any reinforcing steel that has more than 1/2 of its diameter exposed shall have the adjacent concrete removed to a minimum

of 3/4- inch beyond the steel or to sound concrete, which ever is greater. Refer to the Concrete Removal Section. Where reinforcing steel extends outside the removed concrete area, the surrounding concrete shall again be verified to be completely sound and fully bonded to the reinforcing steel. Extend the removal area as necessary to achieve same.

2. Engineer's Review of Steel: Contact the Engineer if more that 10 percent of a given reinforcing bar's cross-section areas is corroded or after the reinforcing steel is cleaned and the concrete is patch is prepared.
3. Replacement of Steel Reinforcing Bars: Single occurrence reinforcing steel bars that have lost 25 percent (or multiple consecutive bar that have lost 20 percent) of their original area(s) in cross section due to corrosion shall be replaced with an equivalent size bar by supplementing with added bars of the same size and quantity placed adjacent to the existing corroded bars. The bars shall be supplemented by epoxying new bars as follows:
 - a. Preparation of New Bar Location(s) Adjacent to Existing Bar: Where recommended by the Engineer, install supplemental reinforcing as described herein. Drill holes into sound concrete that are 1/4-inch larger than the dowel or bar diameter and extend at least 12 bar diameters into the concrete. Do not drill through existing reinforcing bars. Clean out the holes with oil free compressed air.
 - b. Epoxy New Bar(s): Dowels and bars shall be dry and free from contaminants. Partially fill the cleaned hole with epoxy and insert the dowel or bar such that the epoxy is forced out of the hole. Epoxy shall be cleaned from the adjacent concrete surfaces and elsewhere. The epoxy shall be installed in accordance with the manufacturer's recommendations.
 - c. Protection: Securely maintain the dowel or bar position until the epoxy has set. The completed work shall be considered satisfactory if the dowels and bars are securely anchored in the judgment of the Engineer.
4. Coating of Steel Reinforcing Steel: Apply corrosion inhibitor to exposed steel (other than stainless steel), including any replacement steel in accordance with the manufacturer's recommendations.

F. Supplemental Steel Installation

1. General: Supplemental steel shall be provided within patch area every 12 inches vertically and horizontal. Supplemental steel shall consist of 1/4-inch diameter stainless steel threaded rods set in epoxy. Contractor shall include a minimum of two rods per patch.
2. Preparation: Drill hole in sound concrete to a depth necessary to provide 1-inch of cover over the end of the supplemental steel. Clean holes as required by epoxy manufacturer.
3. Installation: Install epoxy into hole and set supplement steel into filled hole. Engage rod into epoxy and ensure 1 inch of concrete cover is achieved.
4. Cleaning: Clean excess epoxy around bar. Protect supplemental steel until epoxy has set.

3.2 FORM WORK

- A. General Locations of Formwork: Full-depth, vertical, and overhead repair areas shall be at least partially formed in conformance with ACI 347.

- B. Design of Formwork: The Contractor shall be responsible for the design and construction of form work. Forms for surfaces exposed to view shall be constructed of new 5/8 inch or 3/4-inch, 5-ply structural plywood of concrete-form grade. Plywood may be reused for formed surfaces exposed to view as long as it is in good condition. Forms shall conform to the shape, lines, and dimensions of the existing members and shall be braced and tied together to maintain their positions and shapes during placement of concrete. Supports shall be spaced sufficiently close to prevent excessive deflection of the form material.
- C. Form Attachment to Structure: As necessary, the form work shall be securely fastened to the structure. Portions of anchors that will remain in place should be recessed 1/2-inch back from the exposed concrete surfaces, and the recessed hole filled with mortar after the removal of the loose components of the anchorage device. Devices used to anchor form work to the existing concrete members shall be stainless steel, drilled-in anchors.
- D. Sealing Form Work: Special care shall be taken to obtain a seal between the existing concrete construction and forms such that bleeding at form edges is held to a minimum and clean straight lines are left after stripping forms.
- E. Removal of Form Work: Forms may be removed when field-cured cylinders achieve 75 percent of the specified 28-day compressive strength. Contractor is responsible to make and pay for the cost of supplemental strength tests. Forms shall be readily removable without hammering, prying or damage to concrete. Metal tools shall not come into contact with concrete surfaces during form removal. Exposed concrete corners shall be finished to match existing corners.
- F. Protection: Contractor shall be responsible for seeing that no pieces of form work become dislodged from the side of the building. The Contractor shall bear full responsibility for any injuries and/or property damage that may result should any pieces of form work fall from the building.

3.3 BATCHING AND MIXING CONCRETE

- A. Quality Control: Batching and mixing operations shall be developed in a manner such that the quality control is guaranteed, accurate mix proportions are maintained and ingredients are combined and mixed to a uniform consistency.
- B. Qualified Individuals: The Contractor shall designate one or two individuals as qualified to prepare the batch and mix the materials in accordance with the specifications. These individuals shall be the only people that batch and mix the concrete.
- C. Environment Restrictions: No polymer-modified concrete shall be placed at ambient temperatures lower than 40 degrees F or when the ambient temperature is projected to fall below 40 degrees F in the 24 hours following the placement.
- D. Heating of Materials: If heated water or aggregate is used, the water shall be combined with the aggregate in the mixer before cement is added. Cement shall not be added to the mixture of water and aggregate when the temperature of the mixture exceeds 70 degrees.
- E. Extreme Temperature Placement After Hours: At temperatures above 85 degrees F, the Engineer may require placements to be made at night or early morning hours, if in his opinion a satisfactory placement is not being achieved.
- F. Addition of Water to Mix: Water may be added to the polymer-modified concrete to obtain a slump within the prescribed limits. Concrete with a slump less than 3 inches may be rejected if it is not placed satisfactorily and with a closed tight surface.

3.4 PLACING CONCRETE

- A. Engineer's Review of Prepared Patch: Prior to placing concrete, make sure that Engineer has reviewed the prepared areas of concrete and reinforcing steel.

- B. Curing of Installed Materials: Prior to placing concrete, make sure that materials are sufficiently cured as determined by the material manufacturer and the concrete manufacturer.
- C. Cleaning of Tools and Equipment: Before placing concrete, equipment for mixing and transporting concrete shall be cleaned. Vibrators shall be checked for workability.
- D. Verify Prepared Patch is Ready for Concrete Placement: Debris, and water shall be removed from forms. Reinforcement shall be securely tied in place and thoroughly cleaned of ice and other coatings which may destroy or reduce bonding with concrete.
- E. Transporting of Concrete: The concrete shall not be allowed to separate at anytime once mixed. Placing shall be at such a rate that at all times concrete shall be plastic and flow readily into the intended locations including voids and corners. No concrete that has partially hardened or that has been contaminated by foreign materials shall be placed. When placing, concrete shall not be allowed to fall a vertical distance greater than 4 feet from the point of discharge to the point of deposit.
- F. Placement: Placement of the polymer concrete shall be a continuous operation at each patch location.
- G. Consolidating Concrete: The concrete shall be continuously rodded or vibrated with pencil vibrators during placement to consolidate the pour and fill corners of the patch and voids. External vibration in the form work may also be used, by placing the vibrator against the forms.

3.5 FINISHING

- A. General: Patches shall be finished to match adjacent surfaces and textures.
- B. Patching of Ridges: Patch surfaces shall be left free from loose particles, ridges, projections, voids and concrete droppings. Any ridges or construction joints shall be ground to a depth where the latex or epoxy-based mortar can sufficiently fill the void and bond to the adjacent surfaces.
- C. Patching of Voids: Latex or epoxy-based mortar may be used to fill small surface voids.

3.6 CURING

- A. Environmental Requirements: Latex-modified concrete patches shall be maintained above 55 degrees F and in a moist condition for at least the first 24 hours after placing or as otherwise recommended by the concrete manufacturer.
- B. Sounding of Cured Concrete Repair Areas: The Contractor shall sound patches at the conclusion of the concrete repairs to located delaminations in the repair areas.
- C. Repairing of Deteriorated Patch Areas: Any delaminated concrete shall be removed and restored at no cost to the Owner. Engineer will randomly verify concrete patches.

3.7 ROUTING AND SEALING CONCRETE CRACKS

- A. Location of Repair: The Engineer will mark cracks to be repaired in the field. If thickness of crack exceeds ½ inch deep, contact Engineer.
- B. Routing: Rout crack as indicated on Drawings.
- C. Cleaning, Preparation, and Installation: Refer to Section 07 92 00 – Elastomeric Sealant
- D. Preparation: Mask off along sides of routed crack. Install bond breaker tape into back portion of routed crack as indicated on Drawings.
- E. Sealant Installation: Install sealant as recommended by the manufacturer and tool to provide smooth, flush surface.

3.8 CLEANING

- A. Immediately remove and clean excess concrete, etc., from finished surfaces in accordance with manufacturer's recommendation as work progresses.
- B. In areas where finished surfaces are soiled by work of this Section, consult manufacturer of surfaces for cleaning advice and conform to their advice.

END OF SECTION

SECTION 05 10 00 STRUCTURAL STEEL

PART 1 – GENERAL

1.1 GENERAL

Work of this Section shall conform to requirements of Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections.

1.2 SCOPE

The work covered by this Section shall include all labor, material, equipment, permits, engineering and other services necessary for the fabrication and installation of structural steel and related work, complete, in accordance with the drawings and as specified herein.

1.3 RELATED WORK SPECIFIED IN OTHER SECTIONS

A. Submittals - Division 1

1.4 CODES AND STANDARDS

- A. Building Code: Structural steel work shall conform to the requirements of the Building Code identified on the Structural General Notes, and OSHA requirements, except where more stringent conditions or criteria occur in the standards referenced below and on the drawings.
- B. Standards:
1. American Institute of Steel Construction (ANSI/AISC 360) "Specification for Structural Steel Buildings" per Structural General Notes.
 2. American Institute of Steel Construction (AISC 303-05), "Code of Standard Practice", March 18, 2005, shall apply except:
 - a) The last sentence of the last paragraph of item 3.1.2 shall be revised from "...for approval." to read "...for review; the Contractor's Engineer shall be professionally responsible for connections they design."
 - b) Item 3.6 shall be deleted.
 - c) Item 4.4 shall be deleted, and replaced with the requirements of the project specification.
 - d) The second paragraph of 7.10.3 shall be revised from "... Owner's

Designated Representative for Design and Construction" to "Owner's Designated Representative for Construction or as indicated in the Contract Documents"

- e) The last sentence of items 8.5.2 and 8.5.4 shall be deleted.
- f) Item 8.5.3 shall be deleted. Where a conflict exists between the Code of Standard Practice and the Contract Documents, the Contract Documents shall govern.

- 3. American Welding Society, AWS D1.1-08, "Structural Welding Code".
- 4. Research Council on Structural Connections (RCSC) - "Specification for Structural Joints Using ASTM A325 or A490 Bolts", (June 30, 2004).
- 5. American Society for Testing and Materials "ASTM Standards in Building Codes", various standards as referenced herein, latest edition.
- 6. The Society for Protective Coatings (formerly Steel Structures Painting Council, "SSPC") "Steel Structures Painting Manual", (2005).

C. Definitions:

- 1. The term "Contract Documents" in this specification is defined as the design drawings and the specifications.
- 2. The term "SER" in this specification is defined as the Structural Engineer of Record for the structure in its final condition.
- 3. The term "Design Professionals" in this specification is defined as the Owner's Architect and SER.
- 4. The term "Contractor" in this specification is defined to include any of the following: General Contractor and their sub-contractors, Construction Manager, Structural Steel Fabricator or Structural Steel Erector.
- 5. The term "Testing Agency" in this specification is defined as an independent testing and inspection service engaged by the Owner for quality assurance observation and testing of steel construction in accordance with applicable building code provisions and any additional activities listed in the Contract Documents.
- 6. The terms "for record" and "submit for record" in this specification are defined as Contractor submittals that do not require a response from the Design Professionals.
- 7. Working Days: Monday through Friday, except for federal or state holidays.

1.5 STRUCTURAL STEEL CONTRACTOR QUALIFICATIONS

- A. The term Structural Steel Contractor refers to any or all of the following parties,

regardless of their contractual relationships: Structural Steel Fabricator, Structural Steel Detailer, Structural Steel Erector and Contractor's Engineer.

- B. Qualification Data: Submit qualification data (personnel and firm resumes, and project lists with references) for the Structural Steel Fabricator ("Fabricator"), Structural Steel Detailer ("Detailer"), Contractor's Engineer(s) and Structural Steel Erector ("Erector").
- C. The Fabricator shall have 10 years of comparable experience in installations of this type and shall employ labor and supervisory personnel familiar with the type of installation, experienced in fabrication and erection of structural steel for projects of similar size and complexity. At the time of bid the Fabricator shall be AISC certified to the Standard for Steel Building Structures (STD) and must submit proof of these qualifications. The Fabricator's qualifications shall be subject to review by the Design Professionals and Owner.
- D. The Detailer shall have 10 years experience preparing detailed steel shop drawings and CNC downloads for structures of this type and complexity. The detailer's qualifications shall be subject to review by the Design Professionals and Owner.
- E. The Contractor's Engineer(s) shall be qualified to perform the type of work required by the project. The Engineer(s) shall be a Licensed Structural Engineer(s) in Illinois. The Contractor's Engineer(s) shall have 10 years of experience being in responsible charge of work of this nature. The proposed Engineer(s) shall be subject to approval of Design Professionals and Owner.
- F. The Erector shall have 10 years of successful experience erecting structural steel for structures of this type and complexity in the region of the project. At the time of bid the Erector shall be an AISC Certified Steel Erector (CSE) and must submit documentation of this qualification.
- G. Welding: Qualify the welding procedures, shop welders, field welders, welding operators and tackers in accordance with AWS D1.1 and for the following periods of effectiveness of certification:
 - 1. Certification and qualification, including period of effectiveness of welding personnel shall be as specified by AWS D1.1. Certification shall remain in effect for duration of work provided welders are continuously engaged in performing the type of welding for which they are certified, unless welders fail to perform acceptable welding, as determined by the Owner's Testing Agency. Certification and re-certification of welding personnel is subject to verification by the Testing Agency. Re-testing for re-certification will be the Contractor's responsibility.

1.6 SUBMITTALS

- A. Required Submittals - Where the SUBMITTALS section of this specification is in conflict with Division 1 Submittals, the more stringent requirements for the Contractor apply. Required submittal items are listed here; see below for detailed requirements. Do not submit items not requested.

- (1) Submittal Schedule
- (2) Calculations, Shop Drawings and Erection Drawings
- (3) Submittal Letters
- (4) Pre-construction Survey
- (5) Quality Control Program
- (6) Product Data
- (7) Samples
- (8) Welding Procedures Specification (WPS)
- (9) Welder Certifications
- (10) Mill Reports
- (11) As-built surveys

1. **Submittal Schedule:** The contractor shall submit for approval a typical connection design calculation and shop drawing submission schedule at least twenty (20) working days prior to commencing submission of connection design calculations and shop drawings.

- a) This schedule shall include a list, in order of date to be submitted, of all drawings and other required submittal items scheduled to be submitted. The schedule shall list the proposed submittals for each week, including but not limited to the number of calculation sheets, erection drawings, and piece drawings, as well as their formats. Once shop drawing submissions have commenced any modification or addition to this schedule must be submitted for approval at least twenty (20) working days before the modification or addition is proposed to take place.
- b) If at any time the total number of connection design calculations, erection drawings and shop drawings received in any one week period exceeds the amount in the approved schedule by more than 10% for that week, the Design Professionals have the right to add two days to the average turnaround time for each 20% increment in excess of the scheduled quantity for that week's submissions. For example if the weekly total exceeds the schedule by 10% to 20%, two days may be added; if it is exceeded by 21% to 40%, four days may be added. The return dates for subsequent submittals may be extended based on the additional review time stated above.
- c) For the purposes of developing a schedule, assume the following review rates:
Calculations – 100 – 8 ½' x 11" sheets per week
Shop drawings – 300 pieces per week

2. **Shop Drawings** (including Field Work drawings): Submit required connection calculations, shop drawings and erection drawings for all structural steel indicated on the Contract Documents.

- a) Material shall not be fabricated or delivered before the shop drawings have been approved or approved as noted by the Design Professionals and returned to the Contractor.

- b) **Structural Steel Shop Drawings:** Submitted shop drawings shall include layouts and details for each member showing the steel type and grade, size, connections, cuts, copes, holes, bolts, welds, surface treatments (cleaning, shop paint, etc.) and provisions for the connection of other work. Steel type, grade and size for all attached elements shall also be shown.
 - c) Shop drawings shall contain complete dimensional and geometric information, based on established dimensions shown on contract documents, and shall not be scaled from contract documents. The shop drawings shall clearly distinguish between shop and field welds and bolts, identify pretensioned high strength bolts and identify surface preparation requirements at slip critical connections.
 - d) **Welds:** All welds shall be indicated by standard welding symbols in the "Standard Code for Arc and Gas Welding in Building Construction" or as accepted by the SER. Shop and erection drawings shall show the size, length, and type of each weld, including the electrode type to be used.
 - e) **Bolts:** Details for bolt assemblies shall indicate bolt size, length, type and the presence, type and location of washers where required as part of the assembly; distinguish between N and X bolts, distinguish between slip-critical and bearing bolts; and distinguish between shop and field bolts.
3. **Preconstruction Survey:** Submit for record. Where interface with existing construction occurs, before related shop drawings are prepared survey the existing construction and submit the survey prepared by a professional surveyor employed by the Contractor to the Design Professionals. For all steel construction, before steel erection commences, perform and submit to the Design Professionals a complete survey for position and alignment at all points where construction by other trades will support steel elements, including but not limited to pockets, embedded plates, anchor rods and base plates. Include plan location positions relative to the building gridlines, and elevations of bearing surfaces and tops of bolts relative to building Datum elevation.
 4. **Quality Control Program:** Submit for record complete details of the Contractor's quality control program including the names of the personnel responsible for this work.
 5. **Product Data:** Submit manufacturers' specifications, test reports and applicable standards for all products listed under Part 2: Products. Standard literature shall be edited to suit job conditions.
 6. **Samples:** Submit (2) samples each, (2) of shop painted products and (2) of field touch-up painted products.
 7. **Welding Procedures:** Submit for record written welding procedures for all AWS D1.1 prequalified joints, and qualification procedures for all joints not prequalified by Section 3 of AWS D1.1. Submit written welding procedures developed by Contractor's welding consultant for heavy shapes and High

Restraint Welds described in this specification. Use the forms in AWS D1.1, Annex E. Submit all welding and qualification procedures to the Owner's Testing Agency for approval before submitting to the Design Professionals.

8. **Welder Certification:** Submit for record certification that the welders have passed qualification tests **[acceptable to the governing authority]** using AWS procedures.

- a) A certification shall be submitted in standard AWS format.
- b) Each certification shall state that the welder has been doing satisfactory welding of the required type within the six-month period prior to the subject work.

For any welder whose period of certification effectiveness has lapsed or whose workmanship is subject to question in the opinion of the Design Professionals or Testing Agency, immediate testing for recertification will be required. Tests, when required, shall be conducted at the sole expense of the Contractor.

9. **Mill Reports:** Submit for record certified copies of all mill reports, two (2) to the Design Professionals and one (1) to the Testing Agency, covering the chemical and physical properties of all structural steel and accessories (as defined in this specification) for the project. Where required on the Contract Documents or by the AISC Code, reports shall include results of Charpy V-notch tests.

- a) Such certificates shall be obtained from the mills producing the steel and shall certify in a cover letter submitted with the certificates, that the steel meets the minimum requirements as to physical properties, inspection, marking and tests for structural steel as defined by the current edition of the relevant ASTM Standard Specifications. Any steel that does not meet the ASTM requirements must be clearly identified in a cover letter submitted with the certificates.
- b) Prior to commencing steel erection, the contractor shall deliver certificates to the Owner in number and form as may be required by the local Building Department or other local and State agencies having jurisdiction.

B. Submittal Process

- 1. Submittal of shop and erection drawings and other submittals by the Contractor shall constitute Contractor's representation that the Contractor has verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each drawing with other drawings and other trades. The Contractor shall place their shop drawing stamp on all submittals confirming the above.
- 2. Shop and erection drawings: Submit in complete packages so that individual

parts and the assembled unit may be reviewed together. This Specification Section and the applicable drawings used in the development of the shop and erection drawings shall be referenced on each shop and erection drawing to facilitate checking. Unless the piece marks are self indexing, furnish index sheets with the shop drawings, relating piece marks for all beam, girder and column details to the sheet numbers on which they are located.

3. The Contractor shall submit to the Design Professionals **[two (2) black line prints and one (1) electronic copy]** for shop drawing review. If the Contractor and Design Team agree to process shop drawings electronically, Contractor shall submit one hardcopy and one electronic copy to the SER. The naming convention of each drawing must follow the submittal numbering system and include the submittal #, specification #, revision # and drawing # in the prefix of the drawing name.
4. The Contractor shall allow at least **[ten (10)]** working days between receipt and release by the SER for the review of shop and erection drawings and submittals other than connection design calculations.
5. All modifications or revisions to submittals, shop drawings, connection design calculations and erection drawings must be clouded, with an appropriate revision number clearly indicated. The following shall automatically be considered cause for rejection of the modification or revision whether or not the drawing has been approved by the Design Professionals:
 - a) Failure to specifically cloud modifications
 - b) Failure to submit calculations for the modifications
 - c) Unapproved revisions to previous submittals
 - d) Unapproved departure from Contract Documents
6. The Contractor shall deliver to the Design Professionals at the completion of the job two (2) electronic versions of the final as-built shop drawings on a CD-ROM or other media acceptable to the Design Professionals.
7. Resubmittals: Completely address previous comments prior to resubmitting a drawing. Resubmit only those drawings that require resubmittal.
8. Resubmittals Compensation: The Contractor shall compensate the Design Professionals for submittals that must be reviewed more than twice due to contractors' errors. The Contractor shall compensate the Design Professionals at the standard billing rates plus out-of-pocket expenses incurred at cost + 10%.

C. SER Submittal Review

1. The review of connection design and the review and approval of shop and erection drawings and other submittals by the Design Professionals shall be for general conformance with the design intent of the work and with the

information given in the Contract Documents only and will not in any way relieve the Contractor or the Contractor's Engineer from:

- a) Responsibility for the adequacy of the design of the connections designed by the Contractor's Engineer.
 - b) Responsibility for all required detailing.
 - c) Responsibility for the proper fitting of construction work in strict conformance with the contract requirements.
 - d) The necessity of furnishing material and workmanship required by contract drawings and specifications which may not be indicated on the shop and erection drawings.
 - e) Conforming to the Contract Documents.
 - f) Coordination with other trades.
 - g) Control or charge of construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the work.
2. TYPE 1 Stamp - For shop drawings for building elements designed by the SER, the responses on the shop drawing review stamp used by the SER require the following actions:
- a) APPROVED indicates that the SER has found that the information presented on the shop or erection drawing appears to conform to the requirements of the Contract Documents. Fabrication, manufacture or construction of the elements of work shown in the shop drawing may proceed, provided that work is in compliance with the Contract Documents.
 - b) APPROVED AS NOTED indicates that the SER requires the shop or erection drawing to be corrected to reflect the notes and comments shown. Fabrication, manufacture or construction of the elements of work shown in the shop drawing may proceed, provided that work is in compliance with the notations shown on the shop drawings and the Contract Documents. Promptly resubmit the corrected shop or erection drawing for record.
 - c) REVISE and RESUBMIT indicates that the SER requires resubmission of the shop or erection drawing after correction per notes and comments. None of the elements of work shown on the shop drawing shall be fabricated, manufactured or constructed until the Contractor has received a returned shop drawing marked Approved or Approved as Noted.
 - d) NOT APPROVED indicates that the shop or erection drawing does not conform to the Contract Documents and must be extensively revised before re-submittal. None of the elements of work shown on the shop

drawing shall be fabricated, manufactured or constructed until the Contractor has received a returned shop drawing marked Approved or Approved as Noted.

3. TYPE 2 Stamp - For submittals for building elements which are not designed by the SER but are performance specified, for items that do not form part of the completed structural system but impose loads on the structure, and for construction items or activities which have an effect on the final structure, a second stamp will be used. The responses on the stamp used by the SER require the following actions:
 - a) NO EXCEPTIONS indicates that the SER has found that the information presented on the submittal appears to conform to the requirements of the Contract Documents. Fabrication, manufacture or construction of the elements of work shown in the shop drawing may proceed, provided that work is in compliance with the Contract Documents.
 - b) EXCEPTIONS NOTED indicates that the SER requires the submittal be corrected to reflect the notes and comments shown. Fabrication, manufacture or construction of the elements of work shown in the shop drawing may proceed, provided that work is in compliance with the notations shown on the shop drawings and the Contract Documents. Promptly resubmit the corrected document for record.
 - c) REJECTED indicates that the SER requires resubmission of the submittal after correction per notes and comments. None of the elements of work shown on the shop drawing shall be fabricated, manufactured or constructed. Contractor to revise and resubmit until SER response of No Exceptions or Exceptions Noted is received.

D. Substitution Request

1. Requests for any departure from Contract Documents must be submitted in writing by the Contractor and accepted in writing by the Design Professionals, prior to receipt of submittals.
2. All substitutions must be requested using the structural substitution request form included at the end of this section. Acceptance using the structural substitution request form indicates acceptability of the structural concept only. Contractor must submit shop drawings reflecting accepted substitutions for review in accordance with this Specification. The structural substitution request form, even if accepted, does not constitute a change order.
3. Such substitutions or modifications, if acceptable to the Design Professionals shall be coordinated and incorporated in the work at the sole expense of the Contractor.
4. The acceptance by the Design Professionals of a specific and isolated request by the contractor to deviate from these requirements does not constitute a waiving of that requirement for other elements of, or locations in the project, unless specifically addressed as such and permitted by the

Design Professionals in writing.

5. Compensation for Additional Services: Should additional work by Design Professionals such as design, drafting, meetings and/or visits be required which are necessitated for the review and/or incorporation of the Contractor-requested substitution, including indirect effects on other portions of the work, the Contractor is responsible for paying for additional work performed by the Design Professionals at the standard billing rates plus out-of-pocket expenses incurred at cost + 10%. Additional costs for testing and inspection by the Owner shall also be compensated by the Contractor.
6. Contractor is responsible for means and methods and any impacts on other portions of the work that may arise from this substitution.

E. Request for Information (RFI)

1. RFI shall originate with the Contractor. RFI submitted by entities other than that Contractor will be returned with no response.
2. Limit RFI to one subject.
3. Submit RFI immediately upon discovery of the need for interpretation or clarification of the Contract Documents. Submit RFI within timeframe so as not to delay the Construction Schedule while allowing the full response time described below.
4. The response time for answering an RFI depends on the category in which it is assigned.
 - a) Upon receipt by the SER, each RFI will be assigned to one of the following categories:
 - (1) No cost clarification
 - (2) Shown in Contract Documents
 - (3) Change to be issued in future bulletin
 - (4) Previously answered
 - (5) Information needs to be provided by others.
 - (6) Request for corrective field work
 - (7) Request for substitution
 - b) RFIs in categories 1, 2, 3, 4 and 5 will be turned around by the SER on average of five (5) working days.
 - c) RFIs in categories 6 and 7 will be rejected and must be submitted as submittals or requests for substitution.

1.7 TEMPORARY SUPPORT OF STRUCTURAL STEEL FRAME

- A. The structure as shown on the Contract Documents is designed to withstand the design loads only when all structural elements are installed and fully connected.

The contractor shall be responsible for the analysis of all components and assemblies for stresses and displacements that may be imposed by fabrication, shipping, handling, erection, temporary conditions, construction loads, etc. The analysis of such shall be performed by the Contractor's Engineer.

1.8 STORAGE AND DELIVERY

- A. Delivery: Unload all structural steel promptly upon arrival and store in an area designated and approved by the Owner at the site of the work. The Contractor shall be responsible for any charges from failure to unload material promptly.
- B. Storage: Store structural steel to drain properly. Provide weep holes and clean out as required to keep steel free from water. Provide adequate protection and shoring to prevent distortion and other damage. Store structural steel on timber; do not lay on mud, directly on ground or cinders, or otherwise handle in a manner that damages finishes. Stored sections shall be readily accessible for inspection.
- C. Store fasteners in a protected place.
- D. Welding materials to be in moisture resistant, undamaged package. Maintain packages effectively sealed until electrode is required for use. Storage and handling shall be per AWS D1.1.

1.9 CONNECTION DESIGN AND DETAILING MEETING

- A. At least 20 working days prior to starting connection design and detailing, the Fabricator shall hold a meeting to verify all connection design assumptions and procedures and shop drawing preparation and submittal procedures.
- B. The Contractor shall prepare an agenda and require responsible representatives of every party who is concerned with the connection design and detailing to attend this meeting, including but not limited to:
 - 1. General Contractor
 - 2. Fabricator
 - 3. Detailer
 - 4. Connection Engineer
 - 5. Design Professionals
 - 6. Erector
- C. The Fabricator shall prepare an agenda prior to the meeting, and shall distribute meeting minutes to all parties within 5 working days of the meeting.

1.10 QUALITY ASSURANCE BY OWNER'S TESTING AGENCY

- A. Quality assurance is testing and inspection to assist the Owner in evaluating the Contractor's performance in the fabrication shop and field. It is not a substitute

for the testing and inspection which is required as part of the Contractor's quality control program (see the following section on quality control).

- B. Cost: Except as specifically noted otherwise, the testing agencies for quality assurance shall be engaged and paid by the Owner.
- C. The Owner has negotiated inspection services based upon the assumption that all fabrication work shall be performed at one single fabrication shop. Costs associated with work being performed in additional shops will require reimbursement to the Owner.
- D. Coordination with Owner's Testing Agency: The Contractor shall have sole responsibility for coordinating their work with the testing agency to assure that all test and inspection procedures required by the Contract Documents and Public Agencies are provided. The Contractor shall cooperate fully with the Owners testing agencies in the performance of their work and shall provide the following:
 - 1. Information as to time and place of starting shop fabrication and a field construction and erection schedule, one week prior to the beginning of the work
 - 2. Site File: At least one copy of each approved shop drawing shall be kept available in the contractor's field office and the drawings not bearing evidence of approval and release for construction by the Design Professionals shall not be kept on the job. Provide drawings for the work to be performed in the shop or field one week prior to the start of work.
 - 3. Representative sample pieces requested by the inspection agency for testing, if necessary
 - 4. Full and ample means of assistance for testing and inspection of material
 - 5. Proper facilities, including scaffolding, temporary work platforms, safety equipment etc., for inspection of the work in shop and field
- E. Duties of the Owner's Testing Agencies:
 - 1. Reports: The Testing Agency shall prepare daily reports of the structural steel work including progress and description/area of work, tests made and results. Reports of inspection of welding shall include deficiencies noted and corrections made, and other items pertinent to acceptance or rejection of the work. The reports shall state whether specimens comply with or deviate from contract requirements. The daily reports shall be collected and delivered to the Design Professionals and Owner weekly.
 - 2. Rejection: The Owner's Testing Agency has the right to reject any material, at any time, when it is determined that the material or workmanship does not conform to the Contract Documents. The Testing Agency shall report deficiencies to Owner, Design Professionals, and Contractor immediately.
 - 3. Structural steel work and general testing requirements: The Testing Agency

shall perform the following shop and field inspections in addition to any other inspections enumerated above or specified on the Contract Documents:

- a) Shop inspection of steel shall include alignment and straightness of members, camber, preparation for connections, dimensional checks, testing of shop bolts, witnessing of welding procedures, testing of cuts, weld access holes and copes of heavy shapes as defined in this specification, examination and testing of completed welds, headed studs and deformed bar anchors, cutting of heavy shapes, finishing of column ends, cleaning, painting and storage of material. All shop fabrication shall be inspected in the shop. Camber shall be verified in a minimum of 10% of all members requiring camber. If, in the opinion of the SER and Testing Agency this testing discloses a large ratio (10% or more) of unacceptable cambers, the required percentage of tested cambers may be increased by the SER to 100% at no expense to the Owner.
 - b) Field inspection of steel shall include connections, proper tensioning of bolts, levelness, plumbness and alignment of the frame, conformance to AWS welding methods, examination of surface before welding, examination and testing of completed welds, headed studs and deformed bar anchors and field painting, including touch-up.
 - c) Check qualifications of the following:
 - (1) Shop welding procedures and personnel
 - (2) Shop stud welding setup and operators
 - (3) Shop bolting procedure and crew
 - d) Where testing is required for less than 100% of locations, select test locations at random and throughout the project.
 - e) Review mill certifications for compliance with the Contract Documents.
4. High Strength Bolting: The Testing Agency inspector shall inspect high strength bolted construction in accordance with RCSC "Specification for Structural Joints using ASTM A 325 or A 490 Bolts," including but not limited to:
- a) Surface preparation and bolt type conforms to plans and specifications prior to start of bolting operations.
 - b) Proper bolt storage and handling procedures per codes and standards referenced by this specification are being followed.
 - c) Visually inspect all bolted connections.
 - d) For all bolted connections that are indicated as snug tight, connections are properly compacted and brought to the snug tight condition progressing outward from the most rigid part.
 - e) For all bolted connections that are indicated as pretensioned or slip

critical, pre-installation verification testing is performed by the inspector in cooperation with the contractor in accordance with RCSC section 9.2 and section 7.

- f) For all bolted connections that are indicated as pretensioned or slip critical, through routine observation, as defined in RCSC 9.2.1, 9.2.3 or 9.2.4, that the pretensioning methods of RCSC 8.2.1, 8.2.3, or 8.2.4, as appropriate, are performed.

- (1) "Routine observation" is defined as observation of 10 bolts for every 100 bolts with a minimum of 2 bolts per connection.

- g) Retest bolted connections that fail initial inspection after correction by the Fabricator or Erector.

5. Welding:

- a) Review of submittals: Welding procedures including prequalification, qualifications test and, for heavy shapes and high restraint welds, the welding procedure prepared by the Contractor's Engineer or Welding Consultant.
- b) Full penetration welds: Test all full penetration welds for soundness by means of either radiographic or ultrasonic testing in accordance with AWS D1.1 and ASTM E164 procedures. All flaws in plate or flange material revealed during such tests shall be repaired by the Contractor at the Contractor's expense.
- c) Partial penetration welds: Test all partial penetration welds for soundness by means of visual and magnetic particle inspection, unless other methods are specified in the Contract Documents. All flaws in plate or flange material revealed during such tests shall be repaired by the Contractor at the Contractor's expense.
- d) Testing of welds at heavy shapes and high restraint welds shall be performed not less than 48 hours after the weld has been completed.
- e) Fillet welds: Visually inspect all fillet welds. In addition test ten percent (10%) of all fillet welds using a non-destructive method, such as dye penetrant or magnetic particle. Select test locations randomly throughout the structure, but test at least one weld in each location with 6 or more welds per connection. If, in the opinion of the SER and Testing Agency this testing discloses a large ratio (10% or more) of unacceptable welds, the required percentage of tested welds may be increased by the SER to 100%, all at the Contractor's expense.
- f) Inspection and Testing by the Testing Agency of high restraint welds and where Heavy Shapes are to be joined by partial or full penetration welds in tension:
 - (1) Joint Preparation: Monitor fit up and joint preparation (bevel angle,

etc.) for conformance to the submitted welding procedures including preheat and interpass temperature. Monitor base metal temperature during welding operations.

- (2) Test Full Penetration Welds in accordance to the requirements of this specification section, ultrasonically in accordance with AWS D1.1 procedures. On T or corner joints, pay careful attention to the heat affected zone and base metal where the weld shrinkage stresses are in the through thickness direction.
 - (3) Test Partial Penetration Butt Joints in accordance with this specification section by the magnetic particle method. At T or corner joints, in addition to the magnetic particle testing, ultrasonically scan the heat affected zone and adjacent base metal from face "C" per AWS D1.1 Table 6.7 and Annex K-7 to detect lamellar tears and shall be done with a compression wave. The Testing Agency shall submit a testing procedure that includes evaluation (acceptance criterion) procedures to the Design Professionals for review.
6. Headed Studs and Deformed Bar Anchors: Visually inspect all headed studs and deformed bar anchors for complete fusion and full 360-degree weld flash (or fillet).
 - a) Check all studs with incomplete fusion, and at random five studs at each of six beams per floor, by bending to an angle of 15 degrees from its original axis (away from any missing flash). If more than twenty percent of studs fail on one member, check all studs on member. In addition for each member with any defective studs, test an additional member.
 - b) Contractor to replace any studs that crack or break. Contractor to only straighten studs that would foul other work or have less than 1 inch (25mm) cover in bent position.
7. Cleaning & Painting:
 - a) Prior to shop painting, examine all fabricated pieces to verify proper cleaning in accordance with this specification.
 - b) Examine all shop painting to verify conformance with this specification.
 - c) Examine loading and unloading of steel to visually observe that damage does not occur during shipping and handling.
8. Remedial Work: The Testing Agency shall indicate to the Contractor where remedial work must be performed and will maintain a current list of work not in compliance with the Contract Documents. This list shall be submitted to the Design Professionals and Owner on a weekly basis.
9. Certification: When all work has been approved by the Testing Agency, the Testing Agency shall certify in a letter to the Design Professionals and Owner

that the installation is in accordance with the design and specification requirements (including applicable codes).

1.11 QUALITY CONTROL BY CONTRACTOR

- A. The Contractor shall provide a program of quality control to ensure that the minimum standards specified herein are attained.
- B. The Contractor shall immediately report to the Design Professionals any deficiencies in the work which are departures from the Contract Documents which may occur during construction. The Contractor shall propose corrective actions and their recommendations in writing and submit them for review by the Design Professionals. After proposed corrective action is accepted by the Design Professionals and Owner, the Contractor shall correct the deficiency at no cost to the Owner.
- C. The Owner's general review during construction and activities of the Owner's Testing Agency are undertaken to inform the Owner of performance by the Contractor but shall in no way replace or augment the Contractor's quality control program or relieve the Contractor of total responsibility for quality control.

1.12 OBSERVATIONS AND CORRECTIONS BY DESIGN PROFESSIONALS

- A. Review: The Design Professionals will observe the construction for general compliance with the provisions of the Contract Documents during various phases of construction.
- B. Compensation for Additional Services: Should additional work by Design Professionals such as design, drafting, meetings and/or visits be required which are necessitated by failure of the Contractor to perform the work in accordance with the Contract Documents, the Contractor is responsible for paying for additional work performed by the Design Professionals at their standard firm-wide billing rates plus out-of-pocket expenses incurred at cost + 10%. Additional costs for testing and inspection by the Owner shall also be compensated by the Contractor.

1.13 PERMITS AND WARRANTY:

- A. Permits: The Contractor shall apply for, procure, renew, maintain, and pay for all permits required by City, State, or other governing authorities, necessary to execute work under this Contract. Contractor shall furnish copies of all permits to the Owner and Design Professionals.
- B. Warranty: Upon completion of all work to be performed under this Contract, the Contractor shall execute and deliver in a satisfactory form a warranty that all workmanship and materials used in the performance of this Contract shall remain free from defects for a period of one (1) year from the date of execution of the Warranty.

PART 2 - PRODUCTS

2.1 STRUCTURAL STEEL

- A. Structural steel shall conform to the requirements listed on the Structural General Notes.
- B. "Heavy Shapes" as defined in this specification require minimum Charpy impact values per the Structural General Notes, in addition to any other members stated in the Notes.
- C. HSS structural members shall be manufactured by a Steel Tube Institute of North America (STINA) Certified Producer.

2.2 SHOP COATINGS

- A. Standard Primer: SSPC – Paint 25 or Paint 25 BCS, Type II zinc oxide raw linseed oil and alkyd primer. Color to be determined by Architect. Primer shall be compatible with, and from the same manufacturer as, top coats specified in Division 9 specification.
- B. Zinc Rich Primer: SSPC-Paint 20, Type I or Type II, Zinc rich primer utilizing either an organic or inorganic binder with a minimum zinc content of 80 percent by weight in the dry film. The primer shall provide a surface meeting AISC Slip Critical Class B (slip coefficient =0.50 min) requirements. Color to be determined by Architect. Primer shall be compatible with, and from the same manufacturer as, top coats specified in Division 9 specification.
- C. Hot Dip Galvanizing: ASTM A123, weight of coating shall average not less than **[2.3]** oz per square foot (**[0.70]** kg/ m²), with no individual thickness less than **[2.0]** oz per square foot (**[0.61]** kg/m²).
- D. Galvanizing Repair Paint: ZRC Cold Galvanizing Compound, or other complying with SSPC-Paint 20.

2.3 ACCESSORIES

- A. High Strength Bolts: Conform to the provisions of the Research Council on Structural Connections (RCSC) "Specifications for Structural Joints using ASTM A325 or A490 Bolts" except that nuts shall be ASTM A563 Grades DH or DH3 (hardened) for both A325 and A490 bolts. Twist off type bolts (Tension Control bolts) shall additionally conform to ASTM F1852 or ASTM F2280.
- B. All bolts shall be new, and not re-used.
- C. Where A325 galvanized bolts nuts and washers are required, they shall be in accordance with ASTM F2329 and ASTM A153, Class C. Where A588 steel is used, bolts, nuts and washers shall be Type 3.
- D. Direct Tension Indicators: Meet requirements of ASTM F959.

- E. Anchor Rods: Per structural General Notes.
- F. Washers:
 - 1. Round washers shall conform to American Standard B 27.2 type b
 - 2. Washers in contact with high-strength bolt heads and nuts shall be hardened in accordance with ASTM Standard F436.
 - 3. Beveled washers shall be square, smooth and sloped so that contact surfaces of the bolt head and nut are parallel.
 - 4. The diameter of the hole of square beveled washers shall be 1/16 inch (1.5mm) greater than the bolt size for bolts smaller than one inch (25mm), and shall be 1/8 inch (3.0mm) greater than the bolt size for bolts larger than one inch (25mm).
 - 5. Comply with requirements of RCSC for all washers including thickness, size and hardness, depending on connection details.
- G. Welding Electrodes: Electrodes shall be low hydrogen and shall be selected from Table 4.1.1 of AWS D1.1. Comply with CVN requirements of the Structural General Notes.
 - 1. Shielded Metal-Arc Welding: Welding electrodes for manual shielded metal-arc welding shall conform to the specification for Mild Steel Covered Arc-Welding Electrodes, AWS A5.1 E70 or 80, or the specification for Low-Alloy Steel Covered Arc-Welding Electrode, AWS A5.5.
 - 2. Submerged-Arc Welding: Bare electrodes and granular flux used in submerged-arc welding shall conform to F70 or F80 AWS flux classifications of the specification for Mild Steel Electrodes and Fluxes for submerged-arc Welding, AWS A5.17.
 - 3. Where Charpy V-Notch values are required on the base metal, an electrode meeting the Charpy V-Notch requirements listed in the Structural General Notes shall be provided.
- H. Headed Studs (shear connectors) shall be per Structural General Notes.
- I. Deformed Bar Anchors shall be as specified in Structural General Notes.
- J. Steel Castings shall conform to ASTM A27, Grade 65-35, medium strength carbon steel.
- K. Grout: Refer to General Notes.
- L. Post-installed Anchors shall be per Structural General Notes.
- M. Slide bearing assemblies: Self-lubricating bearing elements comprised of 100% virgin polytetrafluoroethylene (PTFE) bearing pads bonded to steel plates. Assembly shall have allowable bearing stress of 2000 psi (14MPa), a coefficient

of friction of 4% or less at 500 psi (3.5 MPa) bearing, a minimum 60 durometer hardness in conformance with ASTM D 2240. Assembly shall be Fabreeka Slide Bearings as manufactured by Fabreeka Products Company, or equal.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Work by Others: Examine all work prepared by others to receive work of this Section and report any defects affecting installation to Design Professionals. Commencement of work will be construed as complete acceptance of preparatory work by others. The Contractor alone shall be responsible for checking the dimensions and coordination of the structural steel work with other trades.
- B. Anchor Rods: At least 20 working days prior to the start of the structural steel erection, the Contractor shall ascertain by accurate survey the existing location, alignment, and elevation of the anchor rods embedded in the concrete by others. The Contractor shall immediately bring to the attention of the Design Professionals any discrepancies observed between the Contract Documents and the as-built conditions. Steel erection shall not start until corrective measures, if required, have been performed.

3.2 FABRICATION

- A. Fabricate and assemble structural steel in the shop to the greatest extent possible.
- B. Tolerances:
 - 1. Conform to the tolerances of the AISC "Code of Standard Practice," compensate for the difference between the temperature at time of fabrication and the mean temperature in service.
 - 2. Elevator shafts used for temporary hoists shall conform to the detailed requirements of the hoist manufacturer.
 - 3. Conform to the tolerances of the AISC "Code of Standard Practice", Section 10 (AESS) for architecturally exposed structural steel as indicated as "AESS" on the drawings.
- C. Holes: Holes shall be provided in members to permit connections to the work of other trades or contracts, and for passage through the member of work of other trades. All holes shall be accurately drilled or punched at right angles to the surface of the metal in accordance with AISC Specifications. Holes shall not be made or enlarged by burning. Burning or drifting unfair holes will not be permitted. Holes that must be enlarged shall be reamed. Drift pins will be allowed only to bring together the several parts for connection. Holes in base plates shall be drilled. Holes shall be clean-cut without torn or ragged edges. Outside burrs resulting from drilling operations shall be removed with a suitable

tool.

- D. Camber: Provide camber as indicated on the Contract Documents. Where no camber is indicated, provide natural camber up.
- E. Cutting: Manual gas-cutting in the shop may be used only if automatic or semi-automatic methods are not possible. If manual shop cutting is required, it shall be done only with a mechanically guided torch, except that an unguided torch may be used where the cut is more than 1/2 inch (12mm) from the finished dimension and final removal is completed by means such as chipping or grinding to produce a gouge-free surface of quality equal to that of the base metal. At restrained joints and as indicated elsewhere, weld access holes shall be ground smooth.
- F. Cutting of Heavy Shapes: Where "Heavy Shapes" as defined in this specification are to be joined by partial or full penetration welds in tension, preheating shall be required for all thermal cutting operations. Preheat shall be sufficient to prevent cracking but in no case less than 150 degrees F (65°C). Weld access holes and copes shall be ground to a smooth radius after cutting and tested for cracks by the magnetic particle method. All cut edges shall be free of sharp notches and gouges.
- G. Anchor Rods: Rigid steel templates and anchor rods shall be furnished, labeled and shipped in sets indicating sizes and locations of columns, together with instructions for setting of anchor rods. Plate washers per Typical Details shall be provided.
- H. Bolting: Bolts shall be driven accurately into the holes without damaging the threads. Bolt heads shall be protected from damage during driving. Bolt heads and nuts shall rest squarely against the metal. Where bolts are to be used on beveled surfaces having slopes greater than 1 in 20 with a plane normal to the bolt axis, beveled washers shall be provided to give full bearing under the head or nut.
- I. Bolts indicated as "finger tight" on the Contract Documents shall be prevented from backing off by using lock nuts, thread compound or deformed threads.
- J. Installation of High Strength Bolts:
 - 1. Except where "snug tight" installation is specifically permitted on design drawings, all high strength bolts shall be installed with full pretension using Turn-of-Nut Pretensioning, Twist-Off Type Tension Control Bolt Pretensioning or Direct-Tension-Indicator (DTI) Pretensioning in accordance with the "Specification for Structural Joints Using ASTM A325 or A490 Bolts". Calibrated Wrench Pretensioning shall only be used where specifically approved by the SER.
 - 2. Comply with special washer requirements of the RCSC, such as those related to slotted and oversize holes, and tapered flanges. DTI "washers" shall not be substituted for such required washers.

3. All high strength bolt assemblies (including Tension Control bolts and DTI's) used in pretensioned connections shall be verified in accordance with the Pre-Installation Verification section of the RCSC.
4. Clean and re-lubricate bolts and nuts that become dry or rusty before use, except Tension Control bolts must be re-lubricated by manufacturer.

K. Welding of Structural Steel:

1. Pre-Weld Inspection: The surface to be welded and the filler material to be used shall be subject to inspection before welding is performed.
2. Welds indicated on the Contract Documents or the approved shop or erection drawings shall be created by electric arc welding processes that comply in all respects with the codes and specifications herein noted covering the design, fabrication, and inspection of welded structures and the qualifications of welders and supervisors. Control the heat input, weld length, weld sequence and cooling process to prevent distortion of the completed assembly.
3. Each welder's work shall be traceable.
4. Special Requirements: For high restraint welds and welds at heavy shapes, follow approved welding procedures for weld process, sequence, pre-heating and cooling. Use stress relieving techniques where shown in the approved procedure developed by the Contractor's Welding Consultant.
 - a) Special Procedures: Prior to the start of production welding, the contractor shall demonstrate to the Testing Agency that preheat can be maintained without relying on heat from the arc. For field welding, the contractor shall provide a shelter to protect each joint from inclement weather (rain, snow, etc.), from start until completion of the joint.
 - b) Preheat and Postheat: Preheat shall be sufficient to prevent cracking, but in no case less than required by AWS D1.1. For high-restraint welds, minimum preheat shall be 225 degrees F (105°C). The preheat shall be maintained throughout the thickness of the material for a distance equal to twice the material thickness on both sides of the joint at a minimum. Where different thicknesses of steel are being joined, the greater thickness shall govern. Preheat shall be measured on the face opposite the side of the heat application. Preheat shall be applied uniformly in a manner that does not harm the surface of the material nor cause surface temperatures to exceed 1100 degrees F (600°C). Should stress relief heat treatment be required, the contractor shall submit a written procedure.
 - c) Prior to heat treatment on a production weld, prepare and treat a test sample per the contractor's written procedure for tensile and Charpy V-notch tests in accordance with ASTM requirements.
5. Deficient Welds: Welds found deficient in dimensions but not in quality may be enlarged by additional welding. Any weld found deficient in quality shall

be removed by grinding or melting and the weld shall be remade.

L. Bearing:

1. Bearing ends of columns shall be milled or sawn square perpendicular to axis of the column.
2. Finish bearing areas of base plates per AISC M2.8.

M. Stiffeners: Fitted stiffeners shall be ground to fit closely against flanges.

N. Cleaning and Preparation of Steel Surfaces:

1. Clean all steel work in accordance with the Steel Structures Painting Council (SSPC). Method specified herein that corresponds to its location and exposure. Steel work to be painted shall be painted within the same day that it is cleaned.
 - a) Interior, Not Exposed to View (above suspended ceilings, under sprayed-on fireproofing, steel to be encased in concrete): SSPC-SP-2, Hand Tool Cleaning.
 - b) Interior, Exposed in the Finished Building: SSPC-SP-6, Commercial Blast Cleaning, unless noted otherwise on the drawings.
 - c) Exterior (exposed to weather or in unconditioned space): SSPC-SP-6, Commercial Blast Cleaning, unless noted otherwise on the drawings.
 - d) Members to be Hot Dipped Galvanized: SSPC-SP3, Power Tool Cleaning, before galvanizing.

O. Shop Coating:

1. Where painting is specified, paint all steel work in accordance with the Steel Structures Painting Council (SSPC) Method specified herein that corresponds to its location and exposure and in accordance with manufacturer's written instructions. Paint steel work the same day that it is cleaned.
 - a) Interior, Not Exposed to View (above suspended ceilings, under sprayed-on fireproofing, steel to be encased in concrete): No Paint.
 - b) Interior, Exposed in the Finished Building: SSPC – Paint 25
 - c) Exterior (exposed to weather or in unconditioned space): SSPC – Paint 20
 - d) Architecturally Exposed Structural Steel (AESS) to receive a 2 or 3 coat paint system.
2. Protect finished bearing surfaces with a rust-inhibiting coating which is to be removed immediately prior to erection.

3. Do not paint:

- a) Surfaces within six (6) inches (150mm) of field welds
 - b) Surfaces to be encased in concrete or to receive cementitious fireproofing
 - c) Contact surfaces of high-strength bolted Slip Critical connections (unless surface prep and paint has been specifically prequalified by the contractor or approved for use in this location by the SER)
 - d) Surfaces required for testing and preheat, until all testing and preheat has been performed
 - e) Finished bearing surfaces (use removable rust-inhibiting coating)
 - f) Top flange of the beam where steel deck or headed studs are to be attached
4. Paint shall be applied thoroughly and evenly to dry surfaces only when surface temperatures are above dew-point, in strict accordance with manufacturer's instructions.
5. Surfaces of exterior members which are inaccessible after assembly or erection shall receive their second coat of the approved paint, in a different shade, in the shop.
6. Hot-dip galvanize the following steel members:
- a) All angles, steel plates and shims supporting exterior masonry or exposed to the weather, including shelf, arch and relieving angles
 - b) All connections between the above angles and steel plates and the supporting structural member, including clip angles and hardware
 - c) Any other steel members indicated as "Galvanized" on the Contract Documents.
 - d) All miscellaneous metal, angles, clips, etc. on exterior masonry walls.

3.3 ERECTION

- A. Tolerances: Erect all work plumb, square and true to lines and levels in strict accordance with the structural requirements of the building within tolerances of the AISC Code of Standard Practice, unless otherwise indicated on the Contract Documents. Compensate for the difference between the temperature at time of erection and the mean temperature in service.
- B. Bracing: Brace the frame during erection in accordance with the Contractor's erection procedure.
- C. Errors: Immediately report to the Design Professionals any errors in shop fabrication, deformations resulting from handling and transportation, and

improper erection that affects the assembly and fitting of parts. Prepare details for corrective work and obtain approval of the method of correction. Approved corrections shall be made expeditiously at the sole expense of the Contractor.

- D. Bolting and Welding of Structural Steel: See Section on "Fabrication".
- E. Bearing Surface: Clean bearing surfaces and surfaces that will be in permanent contact before the members are assembled.
- F. Splices: Splices will be permitted only where indicated on the contract drawings or the reviewed shop drawings. Fasten splices of compression members only after surfaces are cleaned and abutting surfaces have been brought completely into contact. Fill any remaining gaps with steel shims driven into place and cut flush. Tack weld shims to each other and to members. Use runoff tabs at bevel weld splices. Cut off runoff tabs and ground smooth after weld completion.
- G. Driftpins: Driftpins may be used only to bring together the several parts, and shall not be used in such a manner as to distort or damage the metal. Correct poor matching of holes by drilling to the next larger size and using a larger size bolt. Plug welding and redrilling will not be permitted, unless a specific instance arises and is approved by the SER.
- H. Erection bolts: On exposed welded construction, remove erection bolts, fill holes with plug welds and grind smooth at exposed surfaces. On non-exposed welded construction, remove erection bolts.
- I. Hammering: Hammering which may damage or distort the members will not be permitted.
- J. Do not use cutting torches in the field without the specific approval of the SER for each application. Where cutting torch use is permitted, all the requirements of the Section on "Fabrication" shall apply.
- K. Additional Material and Labor: If the Contractor furnishes additional material and labor for the purpose of erection or if the erection method requires that material be added to certain members, the required modifications shall be at the sole expense of the Contractor.
- L. Alignment: Following erection, accurately align, level, and adjust all members prior to final fastening. Conform to AISC standard tolerances unless otherwise noted in the Contract Documents.
- M. Touch-Up and Field Applied Paint: After erection, clean all damaged areas in the shop coat, exposed surfaces of bolts, bolt heads, nuts and washers and all field welds and unpainted areas adjacent to field welds according to manufacturers recommendations and paint with the same paint used for the shop coat. Match the touch up and field applied paint color to the as-built paint color. After touch up, at exterior (exposed to the weather or in unconditioned space) steel members apply a full coat of the specified paint in a different shade than the shop applied coat.

- N. After erection, clean all damaged galvanized areas, welds and areas adjacent to welds and paint with the specified galvanizing repair paint.
- O. Clean all steel members of mud and debris and construction residue prior to erection.
- P. Headed Studs and Deformed Bar Anchors
 - 1. End weld headed studs and deformed bar anchors with an automatic process in accordance with section 7 of AWS D1.1.
 - 2. Areas to which studs are to be attached must be free of foreign material, such as rust, oil, grease, paint etc. When mill scale is sufficiently thick to cause difficulty in obtaining proper welds, remove by grinding or sand blasting.
 - 3. Remove ceramic ferrules from studs and work after welding.

[balance of page blank; see form on next page]

Structural Substitution Request Form – to be completed by Contractor

Project:		Substitution Request #
Date:		
Requesting Contractor:		Pages Attached (including this form)

1. Description of Requested Substitution:

2. Related Drawings and Specification Sections:

3. Rationale or Benefit Anticipated:

4. Effect on Construction Schedule¹ (check one): ☐ NONE ☐ See Attached

5. Effect on Owner's Cost² attach data (check one): ☐ CREDIT TO OWNER ☐ EXTRA

6. Effect on Construction Documents³ (design work anticipated): ☐ NONE ☐ See Attached

7. Requesting Contractor Agrees to Pay for Design Changes (check): ☐ YES ☐ NO ☐ NOT APPLICABLE

8. Effect on Other Trades⁴:

9. Effect of Substitution on Manufacturer's Warranty (check): ☐ NONE ☐ See Attachment

Signature⁵: _____ Date: _____

Company: _____

General Contractor Signature⁵: _____ Date: _____

Notes:

1. Contractor is responsible for means and methods and any problems that may arise from making the requested substitution.
2. This is **NOT A CHANGE ORDER FORM**. A separate form is required to adjust costs and/or schedules.
3. Contractor is responsible for any design impacts that may arise from this substitution, including redesign efforts.
4. Contractor is responsible for effects on other trades from this substitution;
General Contractor must review and agree effects on other trades are fairly represented in items 4-9.
5. Signature by a person having authority to legally bind his/her company to the above terms. Otherwise this request is void
6. All items in form must be completed for substitution request to be considered.

Request Review Responses (completed by Architect and/or Engineer(s)):

ACCEPTED	ACCEPTED AS NOTED	REJECTED	INSUFFICIENT DATA TO SUPPORT REQUEST	ENGINEER / ARCH / MEP SIGNATURE	DATE

Engineer/Architects Comments:

END OF SECTION

**SECTION 07920
ELASTOMERIC SEALANTS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General and special provisions of the Contract, the Drawings, Specification sections, and field orders apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Furnish labor, materials, tools and equipment, and perform Work necessary for and incidental to the restoration work as shown on the Drawings and specified herein; in accordance with the provisions of the Contract and completely coordinated with the Work of other trades.
- B. Sealant repairs/installation/replacement work includes, but is not limited to, the following:
1. Routing and installing silicone sealant at cracks in the concrete facade surfaces at locations indicated in the field by the Engineer and as indicated on Drawings.
 2. Replacing the existing sealant at panel-to-panel joints in the precast concrete panel facade.
 3. Other miscellaneous sealant and required to perform the work that is ancillary to repairs identified in other specification sections.
- C. Record Keeping – The Contractor shall notify the Engineer when they are quantifying the repairs. The Engineer may verify quantities during the course of the project. The Contractor shall submit quantities on a weekly basis.

1.3 SUBMITTALS

- A. Product Data - Submit manufacturers' technical data for each product indicated including recommendations for their application and use. Include test reports and certifications substantiating that products comply with requirements. The product data shall be submitted for the following:
1. Urethane and Silicone Sealants
 2. Primer
 3. Backer Rod
 4. Bond Breaker Tape
- B. Manufacturer's Installation Instructions - Submit manufacturer's installation instructions for the above-referenced products.
- C. Submit MSDS, standard and custom color charts, and field quality control test procedures for each sealant to be used.
- D. Submit MSDS and field quality control test procedures for the primer to be used.
- E. Urethane Sealant Sample Warranty: Submit manufacturer's warranty for the urethane sealant that indicates the materials and workmanship are included within the warranty period. The warranty period shall be a minimum of 10 years. Provide copy of actual warranty to be provided at the completion of the Work and letter from manufacturer indicating their intent to issue warranty.

- F. Silicone Sealant Sample Warranty: Submit manufacturer's warranty for the silicone sealant that indicates the materials and workmanship are included within the warranty period. The warranty period shall be a minimum of 20 years. Provide copy of actual warranty to be provided at the completion of the Work and letter from manufacturer indicating their intent to issue warranty.
- G. Submit manufacturer's letter of certification that products are compatible with the substrates that the sealants will be applied to.
- H. Submit manufacturer's letter stating that actual samples have been field tested for adhesion to and compatibility with intended substrates, and surface preparation recommendations are made based upon those tests. Provide schedule for manufacturer and contractor adhesion testing during project.
- I. Permits – The Contractor shall submit a copy of applicable permit applications, such as a building permit and sandblasting permit that are required for the Work.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall provide materials required to complete the work of this Section.
- B. Deliver materials in manufacturer's original containers, dry, undamaged, seals, and labels intact.
- C. Store materials in weather protected environment, clear of ground and moisture.
- D. Materials shall be handled, transported, and stored in a manner that will preserve their quality and fitness for the work and in accordance with manufacturer's requirements.
- E. Any material that has deteriorated, or has been contaminated, shall not be used and shall be immediately removed from the site.
- F. The use of asbestos containing or lead containing materials is prohibited on this project.

1.5 FIELD QUALITY CONTROL

- A. Repairs shall be performed by a company specializing in the repair and restoration of exterior masonry facades and sealant replacement, with minimum of five years experience performing the type of work required by these Specifications.
- B. Acquire repair materials from the same source for repairs required in this Section.
- C. Materials or repairs that do not conform to these Specifications shall be considered unacceptable. Such materials, whether in place or not, shall be removed from site.
- D. Work shall be done in accordance with manufacturer's requirements. Correct defects and irregularities as required.
- E. Coordinate with sealant manufacturer for sealant adhesion testing as required by manufacturer for issuance of warranties.

1.6 PROJECT CONDITIONS AND ENVIRONMENTAL REQUIREMENTS

- A. Do not apply sealant when the ambient temperature or the temperature of the base material is below 40 degrees Fahrenheit or as otherwise recommended by the product manufacturer.

- B. Submit written procedure for removing any exterior appurtenance or other encumbrance to the masonry repair work. Receive written approval from the Engineer/Architect or Owner before taking any action on these items. Restore these items upon completion of the work.
- C. Protection of Work: Cover partially completed structures when work is not in progress. Canopies or fencing shall be installed in areas where the work requires. The Contractor shall include the cost of the canopies or fencing with the Work.
- D. Protect sills, ledges, sidewalks, signs, and projections from work.

1.7 DAMAGE

- A. No existing work, which is not to be removed under this Contract, shall be disturbed or damaged in any way except to the extent specifically required by this Contract in order to accomplish the required work. The Contractor shall assume the risk of such disturbance or damage arising out of or in connection with the performance of the Contract.
- B. If any such disturbance or damage occurs to the existing work, the Contractor shall promptly restore, repair or replace such disturbance or damage to the existing work to the satisfaction of the Engineer/Architect or Owner without expense to the Owner.

1.8 WARRANTY

- A. Contractor's Warranty: Provide 3-year Contractor's Warranty for materials and workmanship.
- B. Urethane Sealant Warranty: Provide urethane sealant manufacturer's 10-year workmanship and materials warranty against failure to achieve watertight seals or loss of adhesion, cohesion or color stability.
- C. Silicone Sealant Warranty: Provide silicone sealant manufacturer's 20-year workmanship and materials warranty against failure to achieve watertight seals or loss of adhesion, cohesion or color stability.

PART 2 PRODUCTS

2.1 SEALANT MATERIAL

- A. Urethane Sealant: a one-part polyurethane sealant meeting ASTM C-920-94, TYPE S, Grade NS, Class 25, for specified uses. Color to be selected by Owner. Acceptable products are as follows:
 - 1. Sonolastic NP1; Manufactured by Sonneborn
 - 2. Vulkem 921; Manufactured by Vulkem
- B. Silicone Sealant: Exposed Sealant: A one-part, non-staining silicone sealant meeting ASTM C 920, Type S, Grade NS, Class 50. Standard color to be selected by Owner. Acceptable products are as follows:
 - 1. Dow Corning 756 SMS Building Sealant,
 - 2. Omniseal; Manufactured by Sonneborn
 - 3. Momentive Performance Materials SCS9000 SilPruf NB, or approved equal.

- C. Primer: As recommended by sealant manufacturer.
- D. Backer Rod: As recommended by sealant manufacturer, closed cell.
- E. Bond Breaker Tape: As recommended by sealant manufacturer for application and joint geometry.

PART 3 - EXECUTION

3.1 GENERAL

- A. Execute the work of this Section in accordance with these Specifications and sealant manufacturer's specifications.
- B. Protect building surfaces, windows, doors, etc., against damage (i.e., water infiltration and dust entering the building) from the work of this section.
- C. Verify substrate surface condition is adequately prepared to receive the work of this Section.
- D. Prior to the use of any materials of this Section, refer to the "Safety" section of the MSDS provided by the material manufacturer for applicable cautions and warnings.
- E. The Contractor alone shall be responsible for the safety of existing structures and facilities during the entire construction and shall take adequate precautions to prevent any damage to existing structures and facilities. Any damage to existing structures or facilities shall be rectified to the entire satisfaction of the Owner or Engineer at no extra cost to the Owner.
- F. Information relating to the existing structure is based upon available information. The Contractor shall perform a complete survey the necessary items required to perform the work properly. Any conflicts or discrepancies found between the field conditions and contract documents shall be brought to the immediate attention of the Engineer or Owner. No work shall proceed until such discrepancy has been rectified.
- G. Dimensions and elevations shown on the drawings are approximate. The Contractor shall field verify dimensions.
- H. If the existing construction is found to be different than shown on the drawings, the Contractor shall prepare the necessary sketches of the existing construction and submit the same to the Owner.
- I. Work not indicated on a part of the drawings but reasonably implied to be similar to that shown at corresponding places shall be repeated.
- J. In any case of conflict between the notes, drawings and Code requirements, the most stringent requirements shall govern.
- K. The Contractor shall provide adequate shoring and/or temporary support, wherever required, to the existing structure during the Work.
- L. Materials and equipment shall be stored and transported in a manner compatible with the allowable design live loads.
- M. Existing pipes and electrical fittings, etc. shall be temporarily supported and protected as required, where disturbed by demolition and/or new construction.

- N. After completion of construction, existing pipes and electrical fittings, etc. shall be reattached. Execute the Work of this Section in accordance with these Specifications, the details on the Drawings, and the appropriate manufacturer's specifications.
- O. Protect building surfaces against damage from work of this section. Landscaping shall be protected so that it will be not damaged. The landscaping shall appear to be in pre-job condition after the work is complete. The Contractor is responsible for replacing the landscaping if damaged.
- P. Adhere to manufacturer's specifications regarding environmental requirements, surface preparation, application methods, etc. where more stringent than required by these specifications.

3.2 PREPARATION

- A. Existing Sealant Removal – Remove existing sealant in its entirety down to bare substrate.
- B. Routing of Concrete Cracks – Refer to Section 03 93 00 – Concrete Restoration.
- C. Cleaning – Clean joint surfaces, using joint cleaner as necessary, to remove portions of the existing coating, dust, dirt, oil, grease, rust, lacquers, release agents, moisture, frost, or other matter that might adversely affect adhesion of sealant.
- D. Solvent Cleaning – Solvent clean aluminum and any other non-porous surfaces as recommended by solvent and sealant manufacturers. Follow solvent manufacturer's safe handling recommendations and local, state and federal regulations regarding solvent usage.
- E. Protect areas adjacent to joints that are not intended to receive sealant.
- F. Priming – Prime existing substrate unless otherwise not recommended in writing by sealant manufacturer. Prime substrate with manufacturer's specified primer in accordance with sealant manufacturer's specifications.
- G. Backer Rod – At locations indicated on the Drawings, install backer rod using blunt or rounded tools to assure uniform depth without puncturing or twisting.
- H. Bond Break Tape - Install bond breaker tape as required by manufacturer's specifications.

3.3 EXAMINATION

- A. Contractor shall verify that joint surfaces are clean, sound, free of defects and that dimensions are within sealant manufacturer's size requirements.
- B. Commencement of sealant installation shall be evidence that contractor has verified compliance of existing conditions.

3.4 SEALANT APPLICATION

- A. Apply sealant at joints in accordance with sealant manufacturer's instructions or as specifically stated herein, and dry tool finish. Standard color sealant shall be used at facades.

- B. Apply sealant in joints using a pressure gun with nozzle cut to appropriate size. Deposit sealant in a uniform and continuous bead with no gaps or air pockets.
- C. Tool joints to required configuration with a blunt instrument as soon as possible after installation, but before sealant begins to skin over. Tooling shall be completed within sealant manufacturer's recommended tooling time for sealant being tooled. Remove masking materials immediately after tooling.
- D. Work areas shall be watertight at the end of the workday.

3.5 ADHESION TESTING

- A. Perform trial sealant applications for substrates in trial areas selected by the Engineer prior to complete mobilization for review to determine the adhesive strength of the sealant and any necessary revisions to sealant application procedures. Sealant supplier or manufacturer's representative is to be present. Only based upon successful test results can further activity proceed. The initial sealant application in the trial test area shall be made in accordance with written instructions from the sealant manufacturer indicating cleaning, priming and application procedures. These written instructions should be based upon wet and dry laboratory adhesion in peel test. After an appropriate cure period, a field adhesion test is to be performed as indicated below.
- B. As a check for the adhesion, a hand pull test shall be conducted in the trial test area after the sealant is fully cured (usually 14-21 days). The tests shall be performed in accordance with the following procedure. The procedure describes a test on a vertical joint.
 1. Make a knife cut horizontally from one side of the joint to the other.
 2. Make two vertical cuts approximately 2 inches long at the sides of the joint meeting the horizontal cut at the top of the 2 inch cuts.
 3. Grasp the 2 inch piece of sealant firmly between the fingers and pull down at a 90 degree angle or more and try to pull the uncut sealant out of the joint.
 4. If adhered properly, the sealant should tear cohesively (within itself) before releasing from the substrate.
 5. Areas experiencing failures will be examined and these areas will have the existing sealant removed and then the surfaces re-cleaned, primed and reapply sealant.
- C. Sealant must be replaced in test area by cleaning, priming and then applying more sealant in the same manner as was originally installed (assuming good adhesion can be obtained). Care should be taken to assure that the new sealant is in contact with the original and that the original sealant surfaces are clean and primed so that good bond between the new and old sealant will be obtained. Check with the sealant manufacturers for proper techniques for repair areas.
- D. Test areas will be selected by Engineer. Areas experiencing failure will have materials removed and resealed as necessary to assure good adhesive bond of the sealant. Coordinate adhesion testing with manufacturers throughout the Work. Manufacturer shall provide schedule of testing based on Contractor's proposed work schedule. Conduct field testing after sealant has cured in accordance with manufacturer's recommendation. Repair test areas as necessary.
- E. Test results shall be provided to Engineer and Owner.

3.6 FINAL CLEANING

- A. Clean surfaces as recommended by manufacturer's recommendations.
- B. Sweep and rake adjacent pavement and grounds to remove mortar and debris. Where necessary, pressure wash surfaces to remove mortar, dust, dirt, and stains.

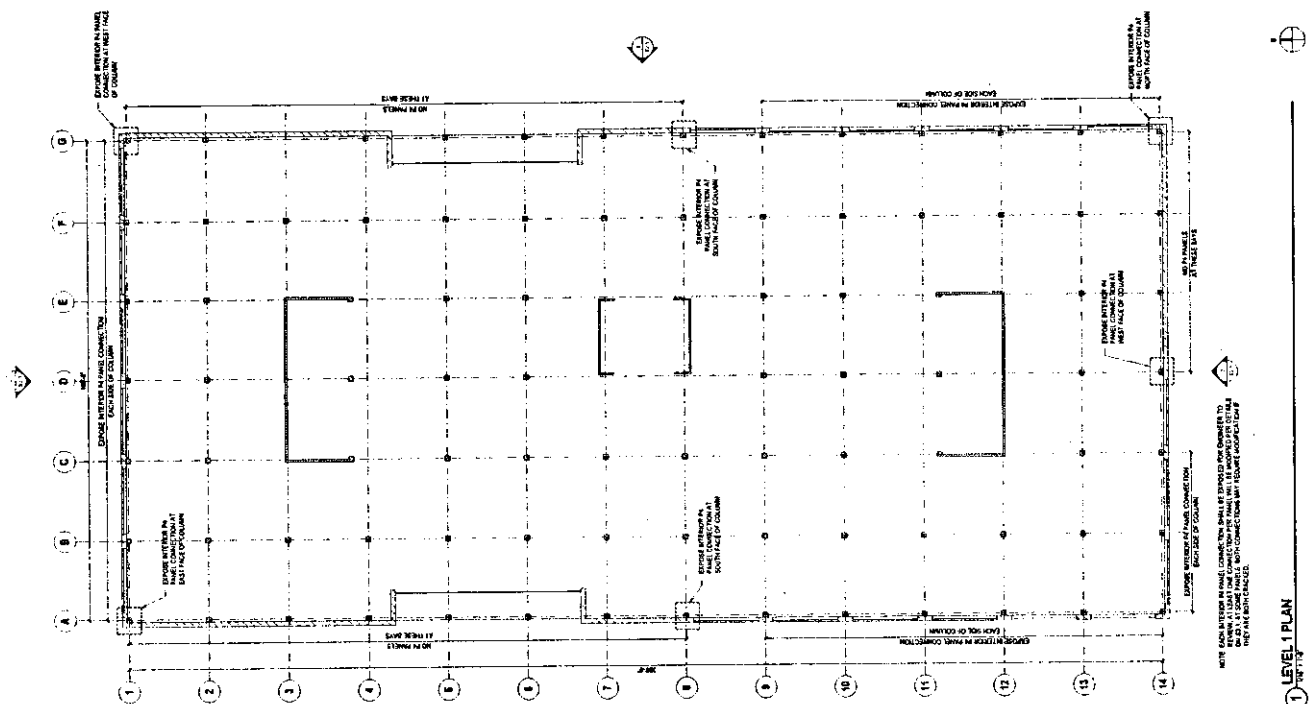
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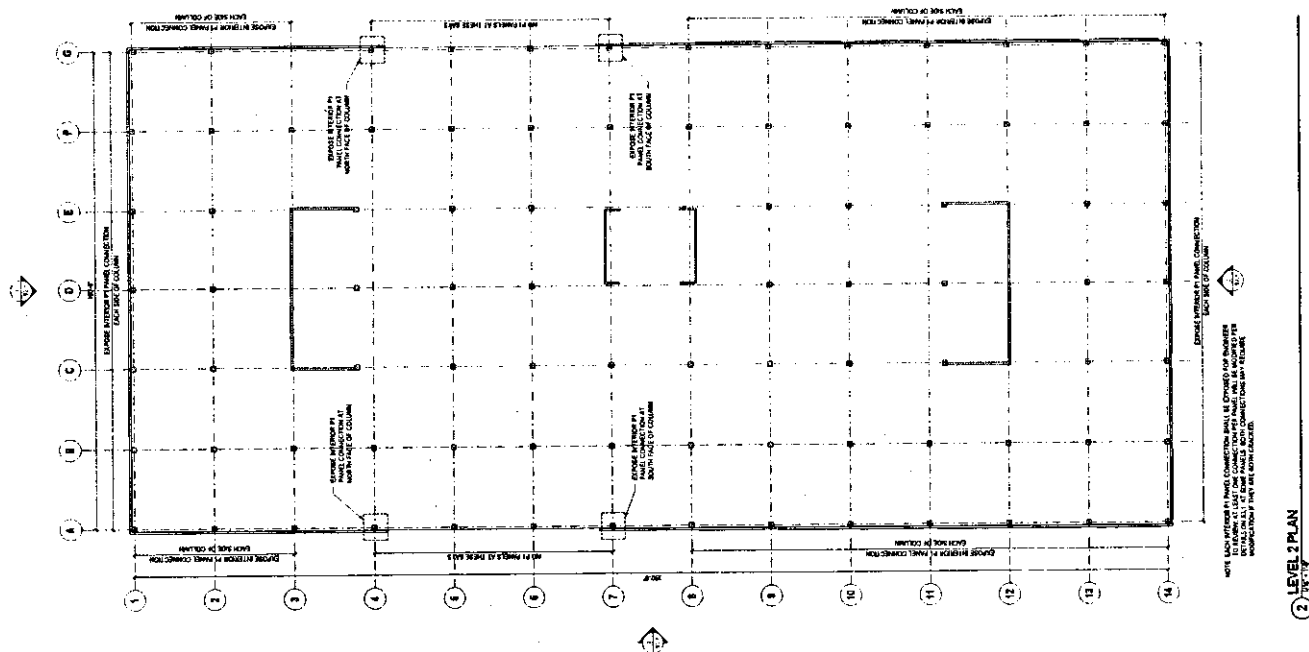
**CHICAGO PUBLIC SAFETY
HEADQUARTERS**

LEVEL 1 AND 2 PLANS

14-1/2" x 11"
 C12066.08
 NAME
 V18" x 11"
 January 21
 DCC



1 LEVEL 1 PLAN



LEVEL 2 PLAN

Thornton Tomasetti

Thornton Tomasetti, Inc.
1300
Chicago, IL 60611-3633
773.598.3000 F 773.598.3001

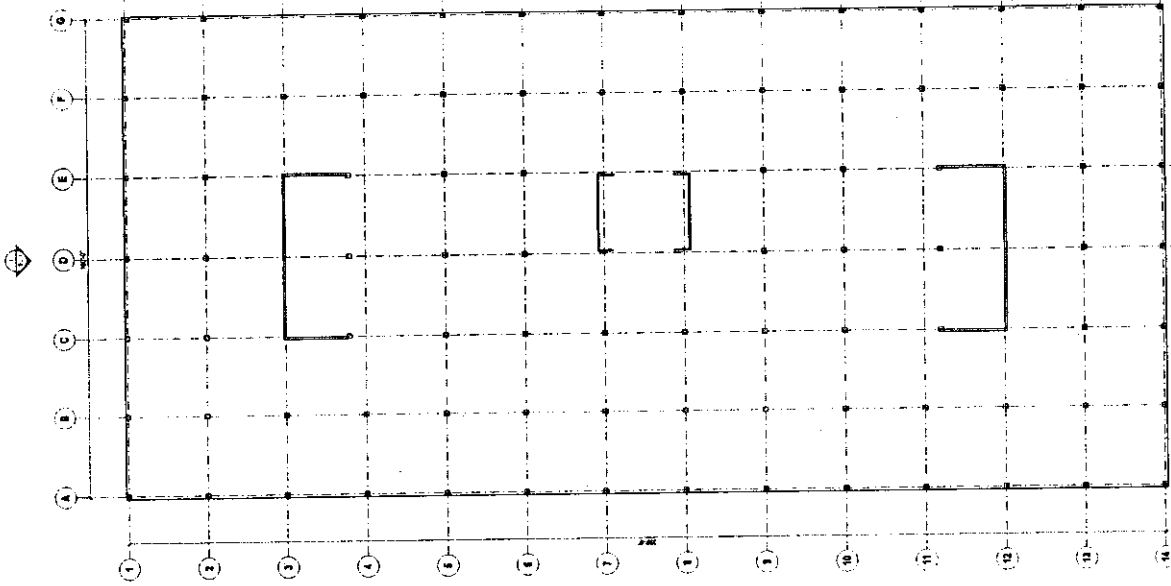


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**CHICAGO PUBLIC SAFETY
HEADQUARTERS**
300 SOUTH MICHIGAN AVENUE, CHICAGO, IL

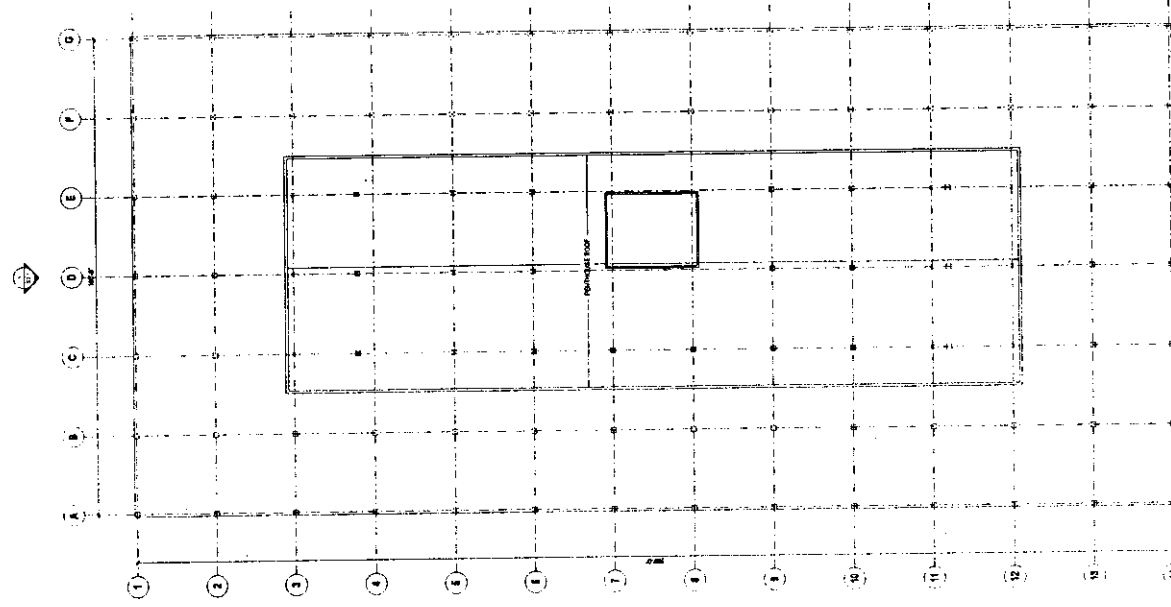
**LEVEL 5 AND ROOF
PLANS**

S1.3
DATE: 11/11/11
DRAWN BY: JLM
CHECKED BY: JLM
DATE: 11/11/11
PROJECT: CHICAGO PUBLIC SAFETY HEADQUARTERS



WITH THE BUILDING FOR REFERENCE ONLY, NO
INTERIOR FURNITURE IS SHOWN AT THIS LEVEL

1 LEVEL 5 PLAN
11/11/11

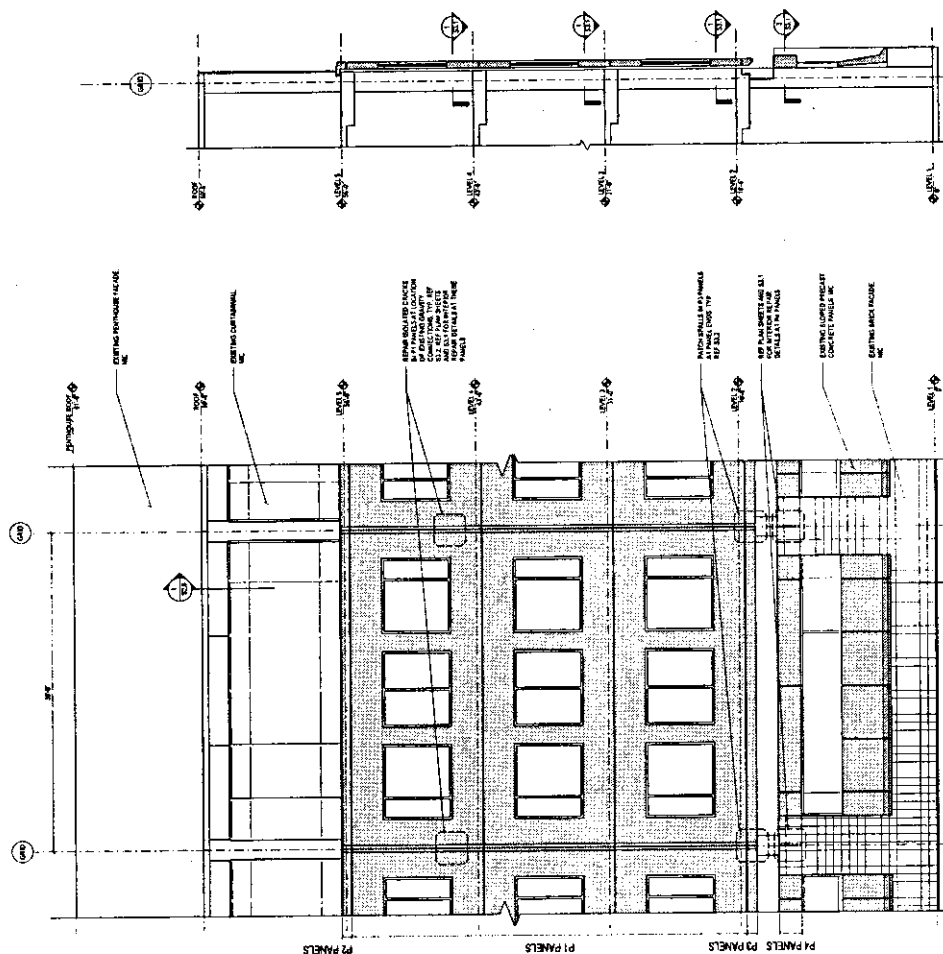


2 ROOF PLAN
11/11/11

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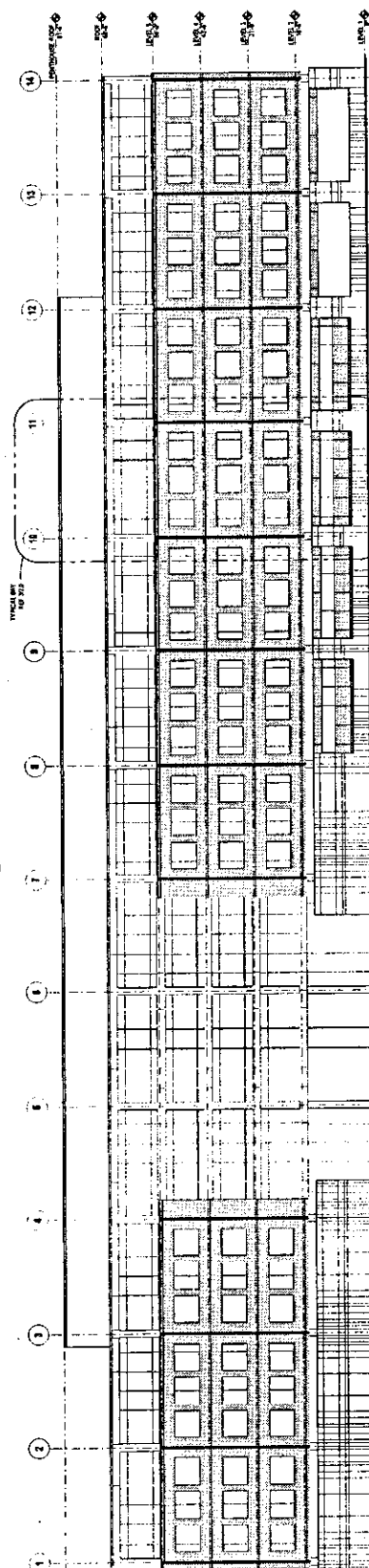
**CHICAGO PUBLIC SAFETY
HEADQUARTERS**
150 SOUTH MICHIGAN AVENUE, CHICAGO, IL

FIG. 3
TYPICAL BAY AND
WEST ELEVATION

[illegible]

3 TYPICAL BAY - ELEVATION

① TYPICAL BAY - SECTION



WEST ELEVATION

NOTE: CONTRACTOR SHALL PROVIDE ACCESS TO ADOX OF PRECAST PANELS
FOR AND AS PART OF WORK ITEMS #1 - MODIFICATION AND CRITICAL CONNECTIONS

Thornton Tomasetti
 Thornton Tomasetti, Inc.
 330 E. Wacker Drive, Suite 1500
 Chicago, IL 60601-1933
 T 312.599.2000 F 312.599.1001

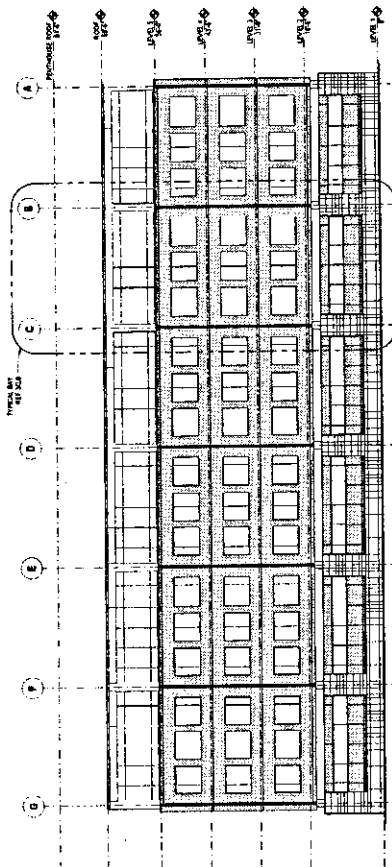


Revision	By	Date	Project
1	MT	01/10/13	CHICAGO PUBLIC SAFETY HEADQUARTERS
2	MT	01/10/13	CHICAGO PUBLIC SAFETY HEADQUARTERS
3	MT	01/10/13	CHICAGO PUBLIC SAFETY HEADQUARTERS
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16	MT	01/10/13	CHICAGO PUBLIC SAFETY HEADQUARTERS
17	MT	01/10/13	CHICAGO PUBLIC SAFETY HEADQUARTERS
18	MT	01/10/13	CHICAGO PUBLIC SAFETY HEADQUARTERS
19	MT	01/10/13	CHICAGO PUBLIC SAFETY HEADQUARTERS
20	MT	01/10/13	CHICAGO PUBLIC SAFETY HEADQUARTERS

**CHICAGO PUBLIC SAFETY
 HEADQUARTERS**
 330 SOUTH MICHIGAN AVENUE, CHICAGO, IL

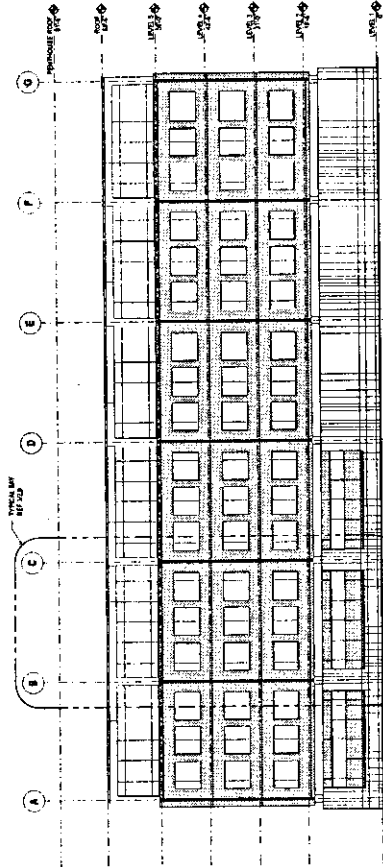
**NORTH, SOUTH
 AND EAST
 ELEVATIONS**

DATE: 01/10/13
 DRAWN BY: MT
 CHECKED BY: MT
 SCALE: AS SHOWN
 SHEET: S2.1
 TOTAL SHEETS: 14



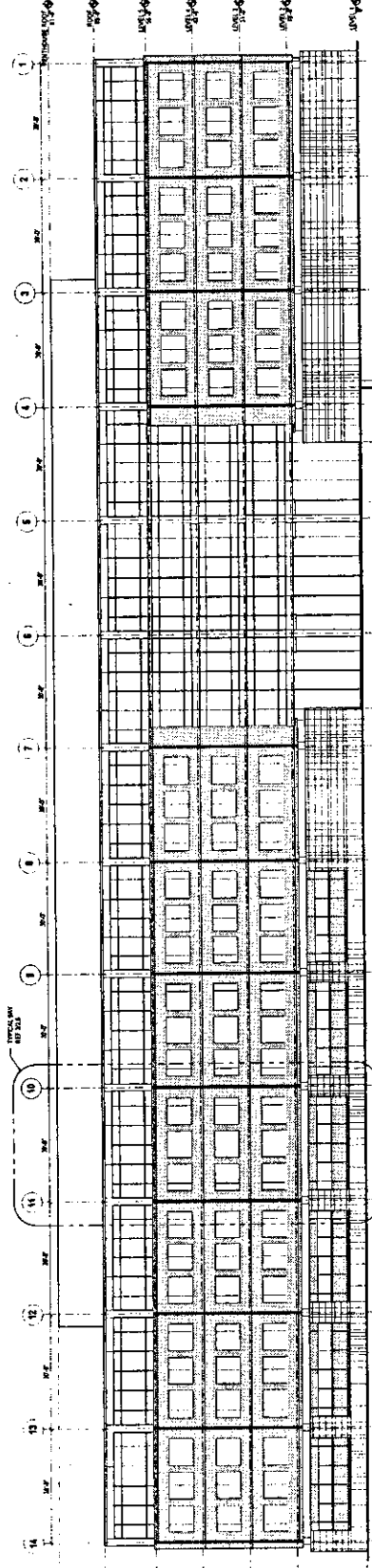
1 NORTH ELEVATION
 3/16" = 1'-0"

NOTE: CONTRACTOR SHALL PROVIDE ACCESS TO SIGN OF PRECAST PANEL, FACADE AS PART OF WORK ITEM #1 - INSULATION AND GENERAL COMPLETION



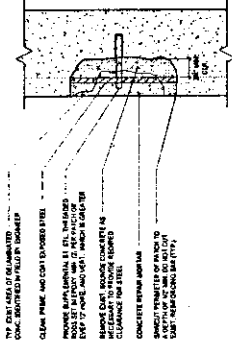
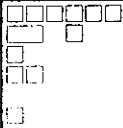
2 SOUTH ELEVATION
 3/16" = 1'-0"

NOTE: CONTRACTOR SHALL PROVIDE ACCESS TO SIGN OF PRECAST PANEL, FACADE AS PART OF WORK ITEM #1 - INSULATION AND GENERAL COMPLETION



3 EAST ELEVATION
 3/16" = 1'-0"

NOTE: CONTRACTOR SHALL PROVIDE ACCESS TO SIGN OF PRECAST PANEL, FACADE AS PART OF WORK ITEM #1 - INSULATION AND GENERAL COMPLETION



1 TYPICAL CONCRETE PATCH REPAIR
1/16"

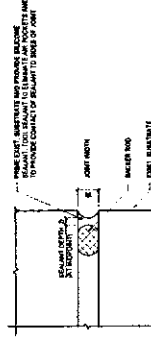
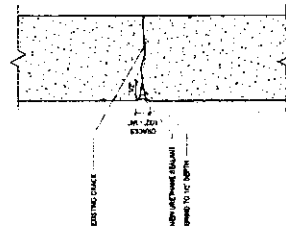


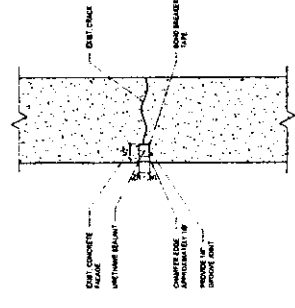
TABLE 1: TYPICAL SEALANT DETAIL

JOINT WIDTH	SEALANT DETAIL AT JOINT	JOINT WIDTH	SEALANT DETAIL AT JOINT	JOINT WIDTH	SEALANT DETAIL AT JOINT	JOINT WIDTH	SEALANT DETAIL AT JOINT
1/4"	1/4"	1/4"	1/4"	1/4"	1/4"	1/4"	1/4"
1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
3/4"	3/4"	3/4"	3/4"	3/4"	3/4"	3/4"	3/4"
1"	1"	1"	1"	1"	1"	1"	1"
1 1/4"	1 1/4"	1 1/4"	1 1/4"	1 1/4"	1 1/4"	1 1/4"	1 1/4"
1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"

2 SECTION AT TYPICAL SEALANT DETAIL
1/16"



3 CONCRETE REPAIR - CRACKS (1/4\"/>



4 CONCRETE CRACK REPAIR (1/4\"/>

Table with 2 columns: Revision, Description. The table is mostly empty, with only the first row containing '1' and 'Initial Design'.

**CHICAGO PUBLIC SAFETY
HEADQUARTERS**
300 NORTH DEARBORN AVENUE, CHICAGO, IL

**EXTERIOR REPAIR
DETAILS**

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____
 Description or goods or services to be provided under Contract: # 1548
Construction Services - Chicago Public Safety
Headquarters - Precast Concrete Panel Repair
2. Name of Contractor: Berglund Construction Company
3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (Indicate whether paid or estimated)
Advance Cast Stone	W5104 Hwy. 144 PO Box 347 Random Lake, WI 53075	Subcontractor	\$73,750 - est.
All-Tech Decorating	1227 Naperville Drive Romeoville, IL 60446	Subcontractor	\$45,000 - est.
United Construction Layout	1945 N. Cornell Ave. Unit D Melrose Park, IL 60160	Subcontractor	\$13,500 - est.

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: _____

DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required under the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.


Signature

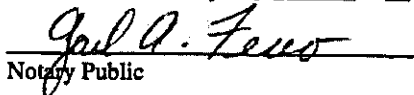
Jack Tribbia
Name (Type or Print)

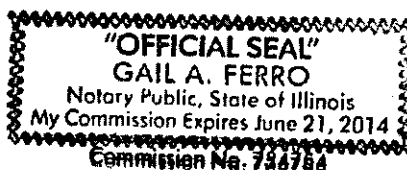
December 12, 2012
Date

President of Restoration
Title

Subscribed and sworn to before me

this 12 th day of December 2012


Notary Public



DISCLOSURE AFFIDAVIT

Name: Berglund Construction Company

Address: 8410 S South Chicago Ave, Chicago, IL 60617

Telephone No.: 773-374-1000

Federal Employer I.D. #: 36-2058060 Social Security #: _____

Nature of Transaction:

- ☐ Sale or purchase of land
☒ Construction Contract
☐ Professional Services Agreement
☐ Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Jack Tribbia, as President of Restoration
(Name) (Title)
and on behalf of Berglund Construction Company
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: ☒ Corporation ☐ LLC
☐ Partnership ☐ LLP
☐ Joint Venture ☐ Not-for-Profit Corporation
☐ Sole Proprietorship ☐ Other

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Illinois

b. Authorized to do business in the State of Illinois: Yes ☒ No ☐

c. Names of all officers of corporation or LLC
(or attach list):

Names of all directors of corporation or LLC
(or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Fred Berglund</u>	<u>President</u>	<u>Kevin Geshwender</u>	<u>CFO</u>
<u>Jack Tribbia</u>	<u>President of Restoration</u>		

d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>Fred Berglund</u>	<u>8410 S South Chicago Ave, Chicago, IL 60617</u>	<u>100</u> %
<u></u>	<u></u>	<u></u> %
<u></u>	<u></u>	<u></u> %

e. For LLC's, state whether member-managed or identify managing member:

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
Yes ☐ No ☒

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes ☐ No ☐
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of Incorporation _____

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in

violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been

convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontract with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

None

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

None

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

None

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵; (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

None

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

V. VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

Jack Tribbia

Name of Authorized Officer (Print or Type)
President of Restoration

Title

773-374-1000

Telephone Number

State of IL

County of Cook

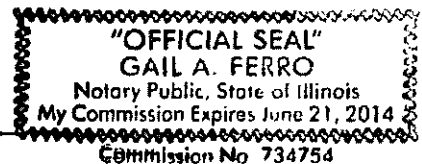
Signed and sworn to before me on this 12 day of December, 2012 by

JACK TRIBBIA (Name) as PRES. OF RESTOR. (Title) of

Berglund Construction Company (Bidder/Proposer or Contractor)



Notary Public Signature and Seal





STATE OF ILLINOIS
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby
certify that Oscar F. Rincon Attorney -in-Fact, of the:

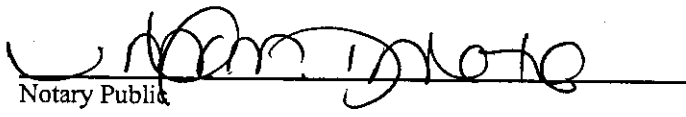
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
SEABOARD SURETY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

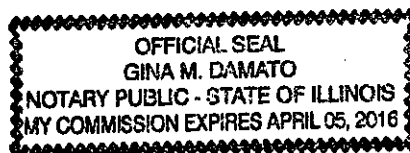
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and
delivered said instrument for and on behalf of:

TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
SEABOARD SURETY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said
County, this 7th day of December A.D. 20 12


Notary Public



Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
Berglund Construction Company

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

☐ Exempt payee

Address (number, street, and apt. or suite no.)
8410 S. South Chicago Avenue

City, state, and ZIP code
Chicago, IL 60617

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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

Employer identification number

3	6	-	2	0	5	8	0	6	0
---	---	---	---	---	---	---	---	---	---

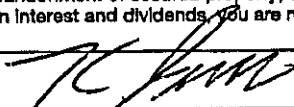
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person**  **Date** ▶ **12/18/12**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-8. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.