

VILLAGE OF DOWNERS GROVE
Report for the Village
6/5/2018

SUBJECT:	SUBMITTED BY:
Award of Contract for Parking Deck Rehabilitation and Maintenance, Phase 3	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18) to JLJ Contracting Inc. of Broadview, Illinois in the amount of \$98,869.

STRATEGIC PLAN ALIGNMENT

The strategic goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY18 budget includes \$105,000 in the Parking Fund (Page 4-33, Line 20) for this project.

RECOMMENDATION

Approval on the June 5, 2018 consent agenda.

BACKGROUND

In 2004, the Village constructed the parking deck in the Downtown Business District. It consists of five floors and 778 parking stalls. Over ten years after its construction, the deck is requiring increased maintenance as some of its structure and systems begin to age and wear. To provide a functional facility and extend the service life of the deck, the proper preventive and proactive maintenance repairs are being applied to minimize more costly repairs in the future. In 2015, the Village commissioned the development of a Parking Deck Maintenance Plan. This plan consisted of an assessment of the condition of the parking deck and an annual repair plan forecasting ten years of recommended maintenance activities and estimated costs. The plan also discusses significant longer-term maintenance and replacement requirements so planning may begin for some of the more costly items.

This project, which is Phase 3 of recommended maintenance activities, includes various concrete, masonry, and façade repairs, removal and replacement of sealant materials, door and frame painting and miscellaneous repairs throughout the deck. The bid included two alternates: Door and frame replacement and decorative flooring replacement. It is recommended to proceed with the base bid and both alternates.

A Call for Bids was issued and published in accordance with the Village's Purchasing Policy. Five bids were received by the due date of April 26, 2018. Below is the synopsis of the bids received.

Contractor	Base Bid	Base + Alt. 1 & 2	
JLJ Contracting, Inc.	\$ 84,199.00	\$ 98,869.00	Low Bid
J. Gill & Company	\$ 89,565.00	\$ 99,805.00	
Western Specialty Contractors	\$ 122,175.00	\$ 139,155.00	
Allied Waterproofing	\$ 131,840.00	\$ 143,840.00	
National Restoration Systems, Inc.	\$ 142,590.00	\$ 163,990.00	

Staff recommends award of the base bid and both alternates to JLJ Contracting, Inc. JLJ Contracting has performed similar work in other municipalities and received positive recommendations from the community of Glenview, Illinois for work similar in size and scope.

ATTACHMENTS

Contract Documents

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: June 5, 2018
(Name)

RECOMMENDATION FROM: _____ FILE REF: P-013-18
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to award a contract for Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18) to JLJ Contracting Inc. of Broadview, Illinois in the amount of \$98,869.00.



SUMMARY OF ITEM:

Adoption of this motion shall award a contract for Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18) to JLJ Contracting Inc. of Broadview, Illinois in the amount of \$98,869.00.

RECORD OF ACTION TAKEN:

Village of Downers Grove – Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18)

**CALL FOR BIDS – FIXED WORKS PROJECT**

- I. Name of Company Bidding: JLJ Contracting, Inc.
- II. Instructions and Specifications:
- A. Bid No.: P-013-18
 - B. For: PARKING DECK REHABILITATION AND MAINTENANCE, PHASE 3
 - C. Bid Opening Date/Time: THURSDAY, APRIL 26, 2018 @ 10:00 AM
 - D. Pre-Bid Conference Date/Time: THURSDAY, APRIL 19, 2018 @ 10:00 AM (OPTIONAL)
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVENUE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: THURSDAY, APRIL 12, 2018

This document comprises 42 pages, plus "Specifications for Village of Downers Grove Parking Structure" by Walker Restoration Consultants consisting of 96 pages.

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO :

WILLIAM LORTON
TRAFFIC MANAGER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6863
FAX: 630/434-5495
www.downers.us

Village of Downers Grove – Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18)

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.: P-013-18**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

The Village Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.

I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: THURSDAY, APRIL 26, 2018 @ 10:00 AM
- 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: WILLIAM LORTON in a sealed envelope marked "SEALED BID FOR PARKING DECK REHABILITATION AND MAINTENANCE, PHASE 3." The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar

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with all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.

- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in

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the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.

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- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Mandatory" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.
- 3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

4. BID SUBMISSION

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.

5. BID MODIFICATION OR WITHDRAWAL

- 5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

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5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.

5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of “No Bid” postcard. Bidders not submitting Bids or “No Bid Statement” may otherwise be removed from the Village’s bid mailing list.

6. **BID REJECTION**

6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.

7. **BIDDER COMPETENCY**

7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

8. **BIDDER DISQUALIFICATION**

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder’s Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled

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Statutes; and

- 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
- 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and
- 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

- 9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

- 11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.
- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not

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as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

- 12.3 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

14. TAX EXEMPTION

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected Bidder.

15. RESERVED RIGHTS

- 15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

17. TRADE NAMES AND SUBSTITUTIONS

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. HOURS OF WORK

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation.

21. PERMITS AND LICENSES

21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCIDENTAL, and no additional compensation will be allowed the Contractor.

22. INSPECTION

22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

23. DELIVERIES

23.1 All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

24. SPECIAL HANDLING

24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

25. NONDISCRIMINATION

25.1 Contractor shall, as a party to a public contract:

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

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25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

25.2 It is unlawful to discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, military status, order of protection status, sexual orientation or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

26. SEXUAL HARASSMENT POLICY

26.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the Contractor's internal complaint process including penalties;

26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

27. EQUAL EMPLOYMENT OPPORTUNITY

27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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- 27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

28.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

28.1.1 Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.

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(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

28.1.2 Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Village's or Contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation and employee assistance programs;

(4) the penalties that may be imposed upon employees for drug violations.

28.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

28.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

30. PREVAILING WAGE ACT

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing

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wage rates throughout the duration of this Contract.

- 30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.
- 31. PATRIOT ACT COMPLIANCE**
- 31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against

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any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney’s fees and costs) arising from or related to any breach of the foregoing representations and warranties.

32. INSURANCE REQUIREMENTS

32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section.9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.

32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

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- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 33. INDEMNITY AND HOLD HARMLESS AGREEMENT**
- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the

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Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

- 33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

34. SUBLETTING OF CONTRACT

- 34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

35. TERMINATION OF CONTRACT

- 35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.
- 35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default within the timeframe provided in the notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village

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determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

36.3 As this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

36.4 Please send all invoices to the attention of: Village of Downers Grove, Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

38. CERCLA INDEMNIFICATION

38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

39. COPYRIGHT or PATENT INFRINGEMENT

39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

40. BUY AMERICA

40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

41. CAMPAIGN DISCLOSURE

41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the

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Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

42. GUARANTEE PERIOD

- 42.1 The Contractor shall guarantee all work and provide a maintenance bond for the full amount of the contract, covering a minimum period of one (1) year after approval and acceptance of the Work. The bond shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantee periods are required, they will be noted in the Special Provisions for this project.

43. SUCCESSORS AND ASSIGNS

- 43.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

44. WAIVER OF BREACH OF CONTRACT

- 44.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

45. CHANGE ORDERS

- 45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.
- 45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

46. SEVERABILITY OF INVALID PROVISIONS

- 46.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state,

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country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

47 GOVERNING LAW

47.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

48. NOTICE

48.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

49.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

50. COOPERATION WITH FOIA COMPLIANCE

50.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

51.1 If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

III. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The following standards shall govern the construction of the proposed improvements:
- 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Seventh Edition, 2014 (the Water & Sewer Specs.); and
- 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, April 1, 2016; along with Supplemental Specifications and Recurring Special Provisions (collectively the “SSRBC”) as adopted by the Illinois Department of Transportation, April 1, 2016; and
- 1.1.3 Standard Detail Drawings, Village of Downers Grove, Illinois revised May, 2014.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. COOPERATION OF CONTRACTOR

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

- 3.1 Section 107 of the SSRBC shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
- 3.1.1 **PROJECT SAFETY.** Add the following to Article 107.28:
- 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the Work specified in this Contract.
- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards

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(Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.

- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.
- 3.1.2 **BACKING PRECAUTIONS.** Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

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4. PROSECUTION AND PROGRESS

4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

4.1.1 The Contractor shall schedule his work such that all improvements shall be substantially complete by September 15, 2018. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.

4.1.2 The Contractor shall also make special note of the following work schedule requirements:
(a) N/A

4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2 or 4.1.3 or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.

4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:

5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors **MUST** accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

IV. SPECIAL PROVISIONS

The following Special Provisions in conjunction with the attached specifications by Walker Restoration Consultants labeled “Specifications for Village of Downers Grove Parking Structure Maintenance Repairs” shall modify, supercede, or supplement the Standard Specifications referred to in Section III - General Provisions. Furthermore, Sections I, II, III, or IV of this Call for Bid document shall modify, supercede, or supplement any discrepancy or redundancy between this Call for Bid document and the attached “Specifications for Village of Downers Grove Parking Structure Maintenance Repairs.” References to “Owner” in the attached “Specifications for Village of Downers Grove Parking Structure Maintenance Repairs” refer to the Village as defined in Section 1.2 of this Call for Bid document.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended, voided, or superceded* by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superceded, and not in addition to the portion changed.

SP-1 GENERAL SCOPE OF WORK

The Parking Deck Rehabilitation and Maintenance, Phase 3 project consists of concrete repairs, removal and replacement of sealant materials, traffic membrane installation, plumbing & masonry repairs, door and frame replacement and miscellaneous repairs.

The Village reserve the right to award based on any bid, combination of bids or all bids, whatever is deemed to be in the best interest of the Village.

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

The following general requirements are intended to govern the overall priority for the performance of the work described in this contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.

WORK SEQUENCE

Contractor shall be allowed to remove at most two bays of parking at any given time for construction activities (one bay to work on and one bay below for shoring). A bay is generally defined as one third of the parking deck on any level, i.e. the area bound by columns 1 to 12 by columns A to B. Contractor shall provide secured drive lanes through all work and shoring areas at all times; to fulfill this requirement, the Contractor will be required to phase work within each parking bay. The contractor will receive no additional compensation for constructing the project in phases.

Contractor shall incorporate into their proposed construction schedule work taking place on the Roof Level first, followed by work on the Fourth Level.

Village of Downers Grove – Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18)

Prior to commencement of work, the Contractor shall meet with Engineer/Architect and Owner representatives to establish sequence and schedule of work for each level. The contractor will not be allowed to proceed to another phase without the approval of the Engineer.

Contractor shall remove all broken concrete and debris from work area on daily basis and dispose of same at authorized dump sites. Contractor shall remove dust and air transported sand/debris from remainder of facility at conclusion of operations in work area.

SP-3 QUALIFICATIONS OF BIDDER

In addition to those requirements set forth in Section 10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including concrete repairs, removal and replacement of sealant materials, traffic membrane installation, plumbing & masonry repairs, door and frame replacement and miscellaneous repairs. The Bidder must submit the following information for itself and for each Sub-Contractor:

- a. Similar Project Experience
 - i. Bidder must provide detailed information regarding past similar projects performed by the submitting firm within the past five (5) years.
 - ii. Bidder must submit a list of references of previous projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person.
- b. Proposed Project Team – the Bidder must identify the project manager and full-time onsite construction supervisor (can be the same person) on the Certification of Qualifications form. Bidder must also provide qualifications of the project manager and full-time onsite construction supervisor. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.
- c. Bidder must completely fill out and submit the Certification of Qualifications form with the Bid.

SP-4 SPECIFICATIONS FOR VILLAGE OF DOWNERS GROVE PARKING STRUCTURE

See attached Specifications prepared by Walker Restoration Consultants.

Village of Downers Grove – Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18)

SCHEDULE OF PRICES:**Base Bid**

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS					
1.0	General Requirements				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores	L.S.	1	-----	\$6,775.00
1.1.4	Concrete Reinforcement				
1.1.5	Temporary Signage				
3.0	IV. Concrete Floor Repair				
3.1	Floor Repair	S.F.	5	\$150.00	\$750.00
6.0	V. Concrete Column Repair				
6.1	Column Repair	S.F.	4	\$200.00	\$800.00
7.0	VI. Concrete Wall Repair				
7.1	Wall Repair	S.F.	10	\$200.00	\$2,000.00
10.0	VII. Expansion Joint Repair and Replacement				
10.6	Expansion Joint – Silicone Seal	L.F.	210	\$75.00	\$15,750.00
11.0	VIII. Crack and Joint Repair				
11.1	Seal Random Cracks	L.F.	20	\$15.00	\$300.00
11.2	Control Joint Sealant	L.F.	230	\$10.00	\$2,300.00
11.3	Vertical Joint Sealant	L.F.	10	\$15.00	\$150.00
15.0	IX. Protective Sealer				
15.1	Concrete Sealer	S.F.	97,200	\$.42	\$40,824.00

Village of Downers Grove – Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18)

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
25.0	X. Mechanical - Drainage				
25.8	Replace Cover	EA.	1	\$675.00	\$675.00
45.0	XI. Painting				
45.1	Paint Traffic Markings	L.S.	1	---	\$4,500.00
45.4	Paint Doors and Frames	EA.	5	\$175.00	\$875.00
45.5	Paint Window Frames	L.S.	1	---	\$2,500.00
45.6	Paint Structural Steel	L.S.	1	---	\$6,000.00
GRAND TOTAL					\$ 84,199.00

ALTERNATE NO.1

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
37.0	XII. Door, Frame and Hardware				
37.1	Door & Frame Replacement	EA.	2	\$3,285.00	\$6,570.00
TOTAL					\$ 6,570.00

ALTERNATE NO.2

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
16.0	XIII. Topping				
16.9	Decorative Flooring	S.F.	600	\$13.50	\$8,100.00
TOTAL					\$ 8,100.00

Village of Downers Grove – Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18)

V. BID and CONTRACT FORM (Village)

*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

JLJ Contracting, Inc

Company Name

April 25, 2018

Date

2748 S. 21st Avenue

Street Address of Company

Jorban@jljcontracting.com

E-mail Address

Braodview, Illinois 60155

City, State, Zip

John D. Orban

Contact Name (Print)

708-343-3340

Business Phone

708-473-5890

24-Hour Telephone

708-343-3360

Business Fax


Signature of Officer, Partner or Sole Proprietor

John D. Orban, President

Print Name & Title

ATTEST: if a Corporation


Signature of Corporation Secretary

(Scott M. Edling)

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove -- Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18)

V. BID and CONTRACT FORM (Contractor)

*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

JLJ Contracting, Inc.
Company Name

April 25, 2018
Date

2748 S. 21st. Avenue
Street Address of Company

Jorban@jljcontracting.com
E-mail Address

Broadview, Illinois 60155
City, State, Zip

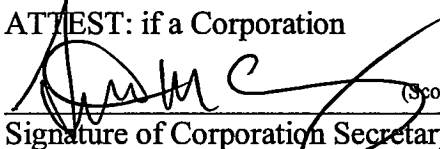
John D. Orban
Contact Name (Print)

708-343-3340
Business Phone

708-473-5890
24-Hour Telephone

708-343-3360
Business Fax


Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

(Scott M. Edling)
Signature of Corporation Secretary

John D. Orban, President
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove – Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18)

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to P-013-18 Parking Deck Rehabilitation and Maintenance, Phase 3, Bidder JLJ Contracting, Inc.
 (Name of Project) (Name of Bidder)

hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

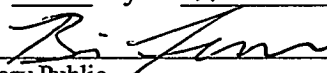
Village of Downers Grove – Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18)

BIDDER'S CERTIFICATION (page 2 of 3)

BY: 
Bidder's Authorized Agent... John D. Orban

7 4 - 3 0 7 7 0 3 6

FEDERAL TAXPAYER IDENTIFICATION NUMBER
or _____
Social Security Number

Subscribed and sworn to before me
this 25th day of APRIL, 2018.

Notary Public
Official Seal
Brian Francis
Notary Public, State of Illinois
My Commission Expires 08/19/2018

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of JLJ Contracting, Inc., and the full names of its Officers are as follows:

President: John D. Orban

Secretary: Scott M. Edling

Treasurer: _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

BIDDER'S CERTIFICATION (page 3 of 3)

~~The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.~~

(c) Sole Proprietor

~~The Bidder is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.~~

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? Yes

INSURER'S NAME: Heil & Heil

AGENT: Robert A. DiNello

Street Address: 5215 Old Orchard Rd., Suite 300

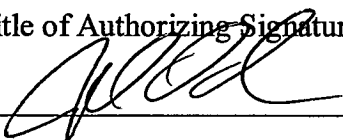
City, State, Zip Code: Skokie, Illinois 60077

Telephone Number: 847-866-7400

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: JLJ Contracting, Inc.

Print Name and Title of Authorizing Signature: John D. Orban

Signature: 

Date: April 25, 2018

MUNICIPAL REFERENCE LIST

Municipality: Village of Glenview
 Address: 2500 East Lake Avenue
 Contact Name: Margaret Leonard Phone #: 847-904-4444
 Name of Project: Garage Repairs
 Contract Value: \$40,000 Date of Completion: Nov - 17

Municipality: Village of Libertyville
 Address: 118 West Cook
 Contact Name: Marty Wittrock Phone #: 847-247-5432
 Name of Project: Garage Repairs
 Contract Value: \$44,000 Date of Completion: Nov - 17

Municipality: City of Highland Park
 Address: 1150 Half Day Road
 Contact Name: Lisa Roberts Phone #: 847-926-1189
 Name of Project: Fire Training Tower Hoist/Propel System Installation
 Contract Value: \$26,590 Date of Completion: August - 17

Municipality: City of Elmhurst
 Address: 209 N. York Street
 Contact Name: Eric Johnson Phone #: 630-530-3034
 Name of Project: Garage Vault Repair
 Contract Value: \$11,875 Date of Completion: Sept- 2017

Municipality: Mount Prospect
 Address: 1700 W. Central Road
 Contact Name: Paul Fahey Phone #: 847-870-5640
 Name of Project: Rebuild Entrance Marker
 Contract Value: \$13,480 Date of Completion: July - 16

SUBCONTRACTORS LIST

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) National Decorating Service Type of Work Painting

Addr: 2210 Camden Court City Oak Brook State IL Zip 60523

2) S.K.C. Construction, Inc. Type of Work Traffic Marking

Addr: 695 Church Road City Elgin State IL Zip 60123

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: John Orban

Construction Supervisor: Scott Edling

Team Member: Steve Day

Team Member: Mark Pulice

Team Member: Glen Killeen

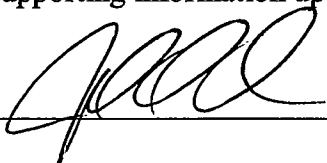
Team Member: Robert Mills

Team Member: Max Delacruz

Team Member: Josue Cabrera

By checking this box, the bidder hereby certifies that it complies with all requirements of SP-3 including at least three (3) contracts of similar nature and scope within the last five (5) years, and can provide detailed supporting information upon request.

Signed by: John D. Orban



(Corporate Seal)

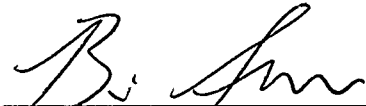
Title: President

Name & Address: JLJ Contracting, Inc.

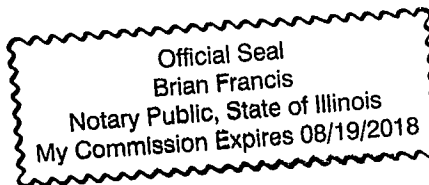
of Contractor 2748 S. 21st Avenue

or Vendor Broadview, Illinois 60155

Subscribed and sworn to before me this 25 day of April, 2018



Notary Public





VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: JLJ Contracting, Inc.

ADDRESS: 2748 S. 21st avenue

CITY: Broadview

STATE: Illinois

ZIP: 60155

PHONE: 708-343-3340 FAX: 708-343-3360

TAX ID #(TIN): 74-3077036

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

~~NAME: _____~~

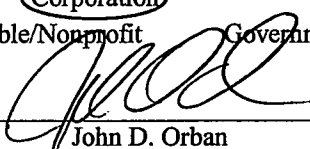
~~ADDRESS: _____~~

~~CITY: _____~~

~~STATE: _____ ZIP: _____~~

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company –Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: 
John D. Orban

DATE: April 25, 2018

Village of Downers Grove – Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18)

Apprenticeship and Training Certification

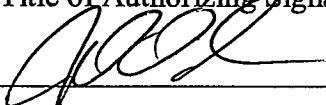
(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: JLJ Contracting, Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.**

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: John D. Orban, President

Signature: 

Date: April 25, 2018

BUY AMERICA CERTIFICATION

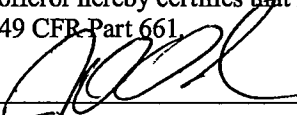
Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response. Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature  (John D. Orban)

Company Name J.J. Contracting, Inc.

Title President

Date April 25, 2018

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment 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, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. 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 (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

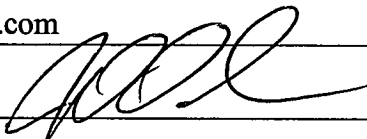
Company Name: JLJ Contracting, Inc.

Address: 2748 S. 21st Avenue

City: Broadview Zip Code: 60155

Telephone: (708) 343-3340 Fax Number: (708) 343-3360

E-mail Address: Jorban@jljcontracting.com

Authorized Company Signature: 

Print Signature Name: John D. Orban Title of Official: President

Date: April 25, 2018

Village of Downers Grove – Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18)

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.


The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.



Signature

John D. Orban

Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Village of Downers Grove – Parking Deck Rehabilitation and Maintenance, Phase 3 (P-013-18)

BID SUBMITTAL CHECKLIST

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1. Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. Cover sheet filled-in
3. Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. Bid Bond or cashier's check enclosed with bid package.
5. Schedule of Prices completed. Check your math!
6. Bidder Certifications signed and sealed.
7. Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. Municipal Reference List completed.
10. Certification of Qualifications
11. Vendor request form W-9 completed.
12. Affidavit (IDOT Form BC-57, or similar).
13. Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

Specifications for Village of Downers Grove Parking Structure

by Walker Restoration Consultants



HEIL & HEIL
INSURANCE AGENCY LLC

5215 Old Orchard Road, Ste 300

Skokie, IL 60077

Phone: 847 866 7400

www.HeilandHeil.com

June 14, 2017

JLJ Contracting, Inc.
2748 S. 21st Avenue
Broadview, IL 60155

RE: Insurance Requirement Compliance
Village of Downers Grove

To Whom It May Concern:

This is to certify that our insured, JLJ Contracting, Inc., meets all insurance requirements for above project. If approved, insured will provide Certificate of Insurance along with endorsements.

Please do not hesitate to contact our office with any questions or concerns.

Thank you,

A handwritten signature in black ink that reads "Ann K" with a long horizontal stroke extending to the right.

Ann Kruse, CISR
Account Manager
akruse@heilandheil.com
(847) 733-2636 direct



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2018

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

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

PRODUCER Heil & Heil Insurance Agency LLC 5215 Old Orchard Rd. Suite 300 Skokie IL 60077	CONTACT NAME: Ann Kruse PHONE (A/C No, Ext): (847) 866-7400 FAX (A/C, No): (847) 965-8600 E-MAIL ADDRESS: akruse@heilandheil.com																					
INSURED JLJ CONTRACTING, INC. 2748 S. 21ST AVENUE BROADVIEW IL 60155-4629	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A:</td> <td>Erie Insurance Exchange</td> <td style="text-align: center;">26271</td> </tr> <tr> <td>INSURER B:</td> <td>Flagship City Insurance Company</td> <td style="text-align: center;">35585</td> </tr> <tr> <td>INSURER C:</td> <td>Tokio Marine Specialty Insurance Company</td> <td style="text-align: center;">23850</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Erie Insurance Exchange	26271	INSURER B:	Flagship City Insurance Company	35585	INSURER C:	Tokio Marine Specialty Insurance Company	23850	INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL184519282 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> TRIA Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q40-2851017	04/28/2018	04/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q04-2840062	04/28/2017	04/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded: \$1,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q28-2870351	04/28/2018	04/28/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Q88-7800305	04/28/2018	04/28/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Site Pollution Liability			PPK1679296	04/28/2018	04/28/2019	Limit \$2,000,000

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

CERTIFICATE ISSUED AS EVIDENCE OF INSURANCE.

CERTIFICATE HOLDER EVIDENCE OF INSURANCE	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
--	--

**DOHN & MAHER ASSOCIATES**

4811 EMERSON AVENUE, SUITE 102
PALATINE, ILLINOIS 60067-7416

INSURANCE AND BONDING

PHONE (847) 303-6800
FAX (847) 303-6963
www.dohn.com

June 13, 2017

Mr. John Alexander
JLJ Contracting, Inc.
2748 S 21ST Avenue
Broadview, IL 60155

To Whom It May Concern:

Your current Surety Company is Washington International Insurance Company which has a Best Rating of A+ and a Financial Size Category of XV. Washington International has provided you with a work program of \$4,000,000 single project limit and an aggregate limit of \$10,000,000.

If you are awarded a contract, it is our present intention to become surety on the final bond, or bonds, which may be required guaranteeing performance of the contract.

You understand, of course, that any arrangement for the final bond, or bonds, is a matter between the contractor, and ourselves, and we assume no liability to third parties, or to you, if for any reason we do not execute said bond, or bonds.

Sincerely,

William P. Maher
Attorney-In-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

CARL DOHN, JR., WILLIAM P. MAHER, KAREN DOHN, SUSAN MURRAY, JEFFREY S. MOORE,

VICKI L. BROADDUS, ELISE SIEGEL, and MATTHEW DOHN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of August, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of August, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13 day of JUNE, 2017.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

VILLAGE OF DOWNERS GROVE
 Parking Deck Rehabilitation and Maintenance, Phase 3
 Project Number 31-7984.20

Construction Documents
 April, 2018

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

1. How many years has your organization been in business as a restoration contractor? _____
 15 Starting Year: 2003
2. How many years has your organization been in business as a restoration contractor?
 15 Starting Year: 2003
3. How many years has your organization been in business under its present business name?
 15 Starting Year: 2003
4. List states in which your organization is legally qualified to do business.
5. What percentage of the work do you normally perform with your own work forces?
6. List on **Table I** the last five painting projects your firm has completed.
7. List on **Table II** the painting projects your organization has in progress at this time.
8. Have you ever failed to complete any work awarded to you? If so, attach a separate sheet of explanation.
9. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a painting contract? If so, attach a separate sheet of explanation.
10. List on **Table III** the painting experience of the principals and superintendents of your company.
11. What is your present bonding capacity? \$ 5,000,000 per Project,
 \$ 15,000,000 Aggregate
12. Who is your bonding agent?
 NAME: Dohn & Maher
 ADDRESS: 4811 Emerson Avenue, Suite 102, Palatine, IL 60067
 PHONE: (708) 303-6800
 CONTACT: Carl Dohn
13. Are you rated by any State Highway Departments? If so, please list which states on **Table IV** and your company's rating.
14. List on **Table V** the equipment you own that is available for painting work.
15. Are there any liens against the above? NO If so, total amount \$ _____

VILLAGE OF DOWNERS GROVE
Parking Deck Rehabilitation and Maintenance, Phase 3
Project Number 31-7984.20

Construction Documents
April, 2018

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

Date of Balance Sheet: Will be provided upon award of contract

Name of firm Balance Sheet: _____

DATED AT _____ THIS 25 DAY OF April, 2018.

Name of Organization: JLJ Contracting, Inc.

By: John D. Orban 

TITLE: President

STATE OF: Illinois

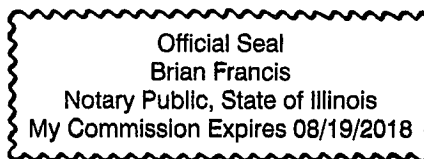
COUNTY OF: Cook

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

SUBSCRIBING AND SWORN TO BEFORE ME THIS 25 DAY OF April 2018.

NOTARY PUBLIC: 

MY COMMISSION EXPIRES: 8-19-18



VILLAGE OF DOWNERS GROVE
Parking Structure - 2018 Maintenance Repairs
Project Number 31-7984.20

Construction Documents
April, 2018

TABLE I - LAST FIVE RESTORATION JOBS COMPLETED

Name and Address of Contractor	Name and Address of Owner	Type of Painting Work	Contract Amount	Date Completed
		SEE ATTACHED		

LAST FIVE RESTORATION JOBS COMPLETED

Name and Address of Contractor		JLJ Contracting, Inc. 2748 S. 21st Avenue Broadview, IL 60155		Current Date:
Name and Address of Owner		Type of Restoration Work	Contract Amount	Completion Date
City of Glenview 2500 East Lake Avenue Glenview, Illinois		Garage Repairs	\$40,000	Nov-17
Village of Libertyville 118 West Cook Libertyville, Illinois		Garage Repairs	\$44,000	Nov-17
1524-1525 S. Sangamon Chicago, Illinois		Garage Repairs	\$492,000	Aug-17
Oak Brook Terrace Tower 1 Tower Lane Oak Brook Terrace, Illinois		Garage Repair	\$280,000	Aug-17
Arlington Town Square 77 S. Evergreen Arlington Heights, Illinois		Concrete and Waterproofing Repairs	\$675,000	Nov-17

VILLAGE OF DOWNERS GROVE
 Parking Structure - 2018 Maintenance Repairs
 Project Number 31-7984.20

Construction Documents
 April, 2018

TABLE II - LIST OF RESTORATION PROJECTS IN PROGRESS

Name and Address of Contractor	Name and Address of Owner	Type of Work	Contract Amount	Date:	Expected Completion Date
		SEE ATTACHED			

RESTORATION PROJECTS IN PROGRESS

Name and Address of Contractor		JLJ Contracting, Inc. 2748 S. 21st Avenue Broadview, IL 60155		Current Date: 4/9/2018	
Name and Address of Owner	Type of Restoration Work	Contract Amount	Completion Date		
Old Chicago Post Office Chicago, IL	Concrete Infills	\$2,400,000	Jun-18		
6007 N. Sheridan	Tuckpointing and Concrete Repair	\$450,000	Sep-18		
1525 S. Sangamon Chicago, IL	Waterproofing Repairs	\$60,000	May-18		
OakBrook Club OakBrook Terrace	Garage Repair	\$99,000.00	18-May		
130 S. Canal Chicago, IL	Column Repair	\$90,000	Apr-18		
Daley Center Chicago, IL	Concrete and Waterproofing Repairs	\$165,000	May-18		

VILLAGE OF DOWNERS GROVE
 Parking Structure - 2018 Maintenance Repairs
 Project Number 31-7984.20

TABLE III - RESTORATION EXPERIENCE OF PRINCIPALS AND SUPERINTENDENTS

Name and address of Contractor:		Date:			
Name	Position	Years Experience		Type of Work	Contract Amount
		Construction	Restoration		
		SEE ATTACHED			

CONSTRUCTION EXPERIENCE OF PRINCIPALS AND SUPERINTENDENTS

Name and Address of Contractor		JLJ Contracting, Inc. 2748 S. 21st Avenue, Broadview, IL 60155		Current Date: 2018
Name	Position	Years Experience		
		Construction	Restoration	
John Orban	Project Manager	39	34	
Mark Pulice	Superintendent	38	28	
Tim Carpenter	Foreman	27	23	
Steve Day	Foreman	15	15	
Scott Edling	Superintendent	29	28	

VILLAGE OF DOWNERS GROVE
Parking Structure - 2018 Maintenance Repairs
Project Number 31-7984.20

Construction Documents
April, 2018

TABLE IV - RATINGS BY THE STATE OF ILLINOIS DEPARTMENTS

Name and address of Contractor:			Date:
State	Rating	Contact & Phone No.	Highway Jobs for Ea. State
		NOT APPLICABLE	

VILLAGE OF DOWNERS GROVE
 Parking Structure - 2018 Maintenance Repairs
 Project Number 31-7984.20

Construction Documents
 April, 2018

TABLE V - LIST OF EQUIPMENT

Name and address of Contractor:		Date:	
Description of Equipment	Quantity	Years of Service	Current Book Value
	SEE ATTACHED		

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 CONTRACTORS QUALIFICATION STATEMENT

000500-8

LIST OF EQUIPMENT

Name and Address of Contractor	JLJ Contracting, Inc. 2748 S. 21st Avenue Broadview, IL 60155	Current Date: 4/9/2018			
Description	Quantity	Years of Service			Current Book Value
Atlas Copco Compressor 185CFM	3	Various	Scaffolding	Too numerous to list	\$ 30,000.00
Case Skid Steer Loader	2	Various	Mixers	Various	\$ 450,000.00
Welders, generators, scarifiers, concrete saws, air hammers & breakers, core drills, pressure washers, pumps, etc.	4	Various	Vehicles:	Various	\$ 7,500.00
2009 Chevrolet 2500 P/U	1	5	2015 Chevrolet 2500 P/U	Various	\$ 4,500.00
2007 Ford F350 Stake Bed	1	1	2009 Chevrolet Dump Truck	Too numerous to list	\$ 200,000.00
2009 Chevrolet Dump Truck	1	7	Trailers		\$ 23,500.00
2009 Chevrolet Dump Truck	1	5	Scissor Lift		\$ 35,000.00
Trailers	2	8			\$ 20,000.00
Scissor Lift	3	3			\$ 25,000.00
					\$ 25,000.00
					\$ 10,000.00
					\$ 35,000.00

VILLAGE OF DOWNERS GROVE
 Parking Deck Rehabilitation and Maintenance, Phase 3
 Project Number 31-7984.20

Construction Documents
 April, 2018

Name of Bidder JLJ Contracting, Inc.

SECTION 004310 – PROCUREMENT FORM SUPPLEMENTS

1.1 LIST OF UNIT PRICES

State Unit Prices on the following forms.

BASE BID

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS					
1.0	General Requirements				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores	L.S.	1	----	\$6,775
1.1.4	Concrete Reinforcement				
1.1.5	Temporary Signage				
3.0	Concrete Floor Repair				
3.1	Floor Repair	S.F.	5	\$150	\$750
6.0	Concrete Column Repair				
6.1	Column Repair	S.F.	4	\$200	\$800
7.0	Concrete Wall Repair				
7.1	Wall Repair	S.F.	10	\$200	\$2000
10.0	Expansion Joint Repair and Replacement				
10.6	Expansion Joint – Silicone Seal	L.F.	210	\$75	\$15,750
11.0	Crack and Joint Repair				
11.1	Seal Random Cracks	L.F.	20	\$15	\$300
11.2	Control Joint Sealant	L.F.	230	\$10	\$2,300
11.3	Vertical Joint Sealant	L.F.	10	\$15	\$150

VILLAGE OF DOWNERS GROVE
 Parking Deck Rehabilitation and Maintenance, Phase 3
 Project Number 31-7984.20

Construction Documents
 April, 2018

Name of Bidder JJJ Contracting, Inc.

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
15.0	Protective Sealer				
15.1	Concrete Sealer	S.F.	97,200	\$0.42	\$40,824
25.0	Mechanical - Drainage				
25.8	Replace Cover	EA.	1	\$675	\$675
45.0	Painting				
45.1	Paint Traffic Markings	L.S.	1	----	\$4,500
45.4	Paint Doors and Frames	EA.	5	\$175	\$875
45.5	Paint Window Frames	L.S.	1	----	\$2,500
45.6	Paint Structural Steel	L.S.	1	----	\$6,000
	GRAND TOTAL				\$ <u>\$84,199</u>

VILLAGE OF DOWNERS GROVE
 Parking Deck Rehabilitation and Maintenance, Phase 3
 Project Number 31-7984.20

Construction Documents
 April, 2018

Name of Bidder JLJ Contracting, Inc.

ALTERNATE NO.1

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
37.0	Door, Frame and Hardware				
37.1	Door & Frame Replacement	EA.	2	\$3,285	\$6,570
	TOTAL				\$ 6,570

ALTERNATE NO.2

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
16.0	Topping				
16.9	Decorative Flooring	S.F.	600	\$13.50	\$8,100
	TOTAL				\$ 8,100

Description of Abbreviations:

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

VILLAGE OF DOWNERS GROVE
Parking Deck Rehabilitation and Maintenance, Phase 3
Project Number 31-7984.20

Construction Documents
April, 2018

Name of Bidder JLJ Contracting, Inc.

NON-COLLUSION AFFIDAVIT

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

Submitted By:

Type or print firm name:

JLJ Contracting, Inc.

Authorized Signature



John D. Orban

Date

April 25, 2018

END OF SECTION 004310

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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE JLJ Contracting, Inc.

2748 S. 21st Avenue Broadview, IL 60155

as Principal, hereinafter called the Principal, and Washington International Insurance Company

5200 Metcalf OPN111 Overland Park, KS 66202

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Downers Grove

5101 Walnut Ave Downers Grove, IL 60515

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ _____ 5% _____),

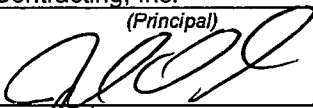
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

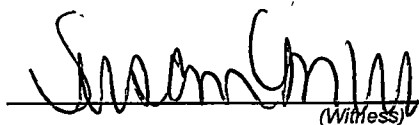
WHEREAS, the Principal has submitted a bid for Service Center Parking Deck Restoration #18-0


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

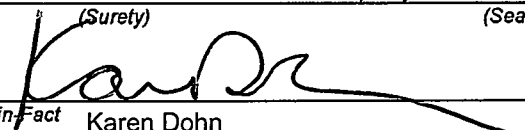
Signed and sealed this 26th day of April, 2018


(Witness)

JLJ Contracting, Inc.
(Principal) (Seal)
By: 
John ORBAN PRESIDENT (Title)


(Witness)



Washington International Insurance Company
(Surety) (Seal)
By: 
Karen Dohn (Title)
Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint: Karen Dohn

Principal: JLJ Contracting, Inc.

Bond Number: Bid Bond

Obligee: Village of Downers Grove

Bond Amount: See Bond Form

Bond Description: Service Center Parking Deck Restoration #18-0

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of October, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12th day of October, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of April, 2018.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

SPECIFICATIONS FOR

**VILLAGE OF DOWNERS GROVE
PARKING DECK REHABILITATION
AND MAINTENANCE, PHASE 3
PROJECT: P-013-18**

MAY, 2018

Walker Project No: 31-7984.20

DOWNERS GROVE, ILLINOIS



WALKER
CONSULTANTS

VILLAGE OF DOWNERS GROVE
Parking Deck Rehabilitation and Maintenance, Phase 3
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004310 Bid Forms

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012900 Payment Procedures
013100 Project Management & Coordination
013200 Construction Progress Documentation
013300 Submittal Procedures
014500 Quality Control
015000 Temporary Facilities and Controls
017300 Execution
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017700 Closeout Procedures
017836 Warranties

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SECTION 000500 - CONTRACTOR'S QUALIFICATION STATEMENT FOR RESTORATION WORK

This statement is required for consideration of the restoration contract for the Village of Downers Grove - Parking Deck Rehabilitation and Maintenance, Phase 3.

SUBMITTED TO: WALKER Consultants
 505 Davis Road
 Elgin, Illinois 60123
 Attn: Larry Susmarski

SUBMITTED BY: _____

ADDRESS: _____

PHONE: (____) _____

CONTACT: _____

COMPANY STRUCTURE:

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

SPECIAL CERTIFICATIONS:

- MBE
- WBE
- Other (Explain): _____

SUBMITTAL DATE: _____

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

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

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CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

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

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

Date of Balance Sheet: _____

Name of firm Balance Sheet: _____

DATED AT _____ THIS _____ DAY OF _____, 2018.

Name of Organization: _____

By: _____

TITLE: _____

STATE OF: _____

COUNTY OF: _____

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

SUBSCRIBING AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 2018.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

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Parking Structure - 2018 Maintenance Repairs
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TABLE I - LAST FIVE RESTORATION JOBS COMPLETED

Name and Address of Contractor			Date:
Name and Address of Owner	Type of Painting Work	Contract Amount	Date Completed

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TABLE II - LIST OF RESTORATION PROJECTS IN PROGRESS

Name and Address of Contractor			Date:
Name and Address of Owner	Type of Work	Contract Amount	Expected Completion Date

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TABLE III - RESTORATION EXPERIENCE OF PRINCIPALS AND SUPERINTENDENTS

Name and address of Contractor:					Date:
Name	Position	Years Experience		Type of Work	Contract Amount
		Construction	Restoration		

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TABLE IV - RATINGS BY THE STATE OF ILLINOIS DEPARTMENTS

Name and address of Contractor:		Date:	
State	Rating	Contact & Phone No.	Highway Jobs for Ea. State

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

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Name of Bidder _____

SECTION 004310 – PROCUREMENT FORM SUPPLEMENTS

1.1 LIST OF UNIT PRICES

State Unit Prices on the following forms.

BASE BID

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS					
1.0	General Requirements				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores	L.S.	1		
1.1.4	Concrete Reinforcement				
1.1.5	Temporary Signage				
3.0	Concrete Floor Repair				
3.1	Floor Repair	S.F.	5		
6.0	Concrete Column Repair				
6.1	Column Repair	S.F.	4		
7.0	Concrete Wall Repair				
7.1	Wall Repair	S.F.	10		
10.0	Expansion Joint Repair and Replacement				
10.6	Expansion Joint – Silicone Seal	L.F.	210		
11.0	Crack and Joint Repair				
11.1	Seal Random Cracks	L.F.	20		
11.2	Control Joint Sealant	L.F.	230		
11.3	Vertical Joint Sealant	L.F.	10		

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Name of Bidder _____

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
15.0	Protective Sealer				
15.1	Concrete Sealer	S.F.	97,200		
25.0	Mechanical - Drainage				
25.8	Replace Cover	EA.	1		
45.0	Painting				
45.1	Paint Traffic Markings	L.S.	1		
45.4	Paint Doors and Frames	EA.	5		
45.5	Paint Window Frames	L.S.	1		
45.6	Paint Structural Steel	L.S.	1		
	GRAND TOTAL				\$ _____

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Name of Bidder _____

ALTERNATE NO.1

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
37.0	Door, Frame and Hardware				
37.1	Door & Frame Replacement	EA.	2		
	TOTAL				\$ _____

ALTERNATE NO.2

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
16.0	Topping				
16.9	Decorative Flooring	S.F.	600		
	TOTAL				\$ _____

Description of Abbreviations:

L.F. = Lineal Feet
 EA = Each

S.F. = Square Feet
 L.S. = Lump Sum

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Name of Bidder _____

NON-COLLUSION AFFIDAVIT

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

Submitted By:

Type or print firm name:

Authorized Signature

Date

END OF SECTION 004310

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SECTION 011110 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PROJECT DESCRIPTION

- A. Work will be performed at locations within the parking structure as shown on Drawings and shall be completed within six months time frame.
- B. All required or warranted overtime and benefits shall be included in the unit prices in order to meet the project schedule.
- C. Work required in these areas and estimated quantities are listed on Bid Form. Bid Quantities associated with Work Items listed on Drawings have been estimated and are subject to measurement as defined in Article "Measurements." Where additional Work Items are described, but not specifically located and/or shown on Drawings, Contractor shall be responsible for locating and marking areas to be repaired. Owner and/or Engineer/Architect reserves right to increase or decrease quantities up to 25% at same unit cost, as required by job conditions. Unit costs will be established in accordance with Supplementary Conditions, Article "Changes" for quantity variations exceeding 25 %.
- D. Work Item specifications and details shall govern all repair operations. Locations where Work Items apply are shown on Drawings as symbols.
- E. Final payment shall be made on basis of actual approved Work performed as measured in place.
- F. Work consists of repairing the parking structure to its original condition. Work includes concrete repairs, removal and replacement of sealant materials, traffic membrane installation, plumbing & masonry repairs, door and frame replacement and miscellaneous repairs

1.3 MEASUREMENTS

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

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quantities exceed Engineer/Architect's estimate, Contractor shall obtain written authorization to proceed from Owner before executing Work required for that Work Item.

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

1.4 WORK SEQUENCE

- A. Contractor shall be allowed to remove two bays of parking at any given time for construction activities. (One bay to work on and one bay below for protection below).
- B. Contractor shall provide secured drive lanes through the work area when cars need to reach the upper levels of the structure, when working on the lower levels.
- C. Prior to commencement of work, meet with Engineer/Architect and Owner representatives to establish sequence and schedule of Work for each level.
- D. Contractor shall remove all broken concrete and debris from Work area on daily basis and dispose of same at authorized dump sites.
- E. Contractor shall remove dust and air transported sand/debris from remainder of facility at conclusion of operations in Work area.

1.5 CONTRACTOR USE OF PREMISES

- A. General: Limit use of premises to construction activities in areas indicated; allow for Owner occupancy and use by public.
 - 1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 2. Keep driveways and entrances serving the premises clear and available to the Owner and Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- B. Contractor's use of premises shall not interfere with operation of same. Elevators shall not be used for transfer of materials or equipment.

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- C. Contractor's debris removal path shall be over non-repaired services unless physical restraints prevent use of such path.
- D. On-Site Storage: Contractor shall not store materials or equipment at site of Work for more than one week prior to time that materials or equipment are incorporated into Work.

1.6 BARRICADES

- A. Provide positive barricading to separate Work areas from areas open to public. Minimum acceptable separation: 6 ft. 0 in. high temporary barrier constructed of wood and visqueen or chain link fence with tarps. Provide additional barriers as required to prevent damage to vehicle due to airborne debris. See "Temporary Facilities" for additional requirements.

1.7 CLAIMS

- A. Contractor shall promptly address all damages claims. Owner reserves right to resolve any claims not addressed by Contractor within 2 weeks after claim is received by Contractor. Any amounts paid by Owner will be deducted from Contractor's next progress payment.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 011110

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 APPLICATIONS FOR PAYMENT

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

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

PART 2 - PRODUCTS (NOT APPLICABLE)**PART 3 - EXECUTION (NOT APPLICABLE)****END OF SECTION 012900**

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 COORDINATION

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

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

1.4 PROJECT MEETINGS

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

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

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 013100

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

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

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1.4 COORDINATION

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

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

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

END OF SECTION 013200

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 SUBMITTAL PROCEDURES

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

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

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

- A. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

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

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- C. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product.
 - 2. Number and name of room or space.
 - 3. Location within room or space.
- D. Delegated-Design Submittal: Comply with requirements in Division 01 Section "Quality Control."
- E. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation."
- F. Application for Payment: Comply with requirements in Division 01 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements in Division 01 Section "Payment Procedures."

2.3 REQUESTS FOR INFORMATION

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

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

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3.2 ENGINEER'S ACTION

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

END OF SECTION 013300

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SECTION 014500 - QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 RESPONSIBILITIES

- A. Contractor Responsibilities:

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

1.4 SUBMITTALS

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

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

PART 2 - PRODUCTS (NOT APPLICABLE).

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

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

END OF SECTION 014500

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 QUALITY ASSURANCE

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

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

2.2 EQUIPMENT

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

PART 3 - EXECUTION

3.1 INSTALLATION

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

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

3.2 TEMPORARY UTILITY INSTALLATION

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

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3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

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

END OF SECTION 015000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 EXAMINATION

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

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

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

3.2 PREPARATION

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

3.3 INSTALLATION

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

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

3.4 PROGRESS CLEANING

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

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

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

3.5 PROTECTION OF INSTALLED CONSTRUCTION

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

3.6 CORRECTION OF THE WORK

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

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

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SECTION 017423 - FINAL CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for final cleaning at Substantial Completion.
 - 1. Special cleaning requirements for specific elements of Work are included in appropriate Sections of Divisions 02 through 14, 21-27, and 31-33.
- B. General Project closeout requirements are included in Section "Closeout Procedures."
- C. General cleanup and waste removal requirements are included in Section "Temporary Facilities and Controls."
- D. Environmental Requirements: Conduct cleaning and waste disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

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

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

END OF SECTION 017423

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBSTANTIAL COMPLETION

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

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

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

1.4 FINAL ACCEPTANCE

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

PART 2 - PRODUCTS (NOT APPLICABLE).

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

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

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

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

END OF SECTION 017700

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SECTION 017836 - WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

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1.4 WARRANTY REQUIREMENTS

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

1.5 SUBMITTALS

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

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

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

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 017836

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SECTION 020010 - WORK ITEMS

PART 1 - GENERAL

RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections apply to this Section.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

WI 1.0 GENERAL REQUIREMENTS

- B. Scope of Work
1. Work consists of performing all tasks, specifically required and incidental, which are not identified under separate Work Item designation, but necessary to perform the work identified in this project. This work includes, but is not limited to the following items:
 - WI 1.1 – General Requirements
 - WI 1.1.2 - Concrete Formwork
 - WI 1.1.3 - Concrete Shores and Reshores
 - WI 1.1.4 - Concrete Reinforcement
 - WI 1.1.5 - Temporary Signage

WI 1.1 GENERAL REQUIREMENTS

- A. Scope of Work
1. Work consists of coordinating, scheduling, obtaining and assembling at construction site all equipment, materials, permits, supplies, manpower and other essentials and incidentals necessary to perform Work defined in this Contract. Payment of lump sum amount for mobilization shall be according to following schedule and shall be based on percentage of original contract amount earned.
- B. Materials
1. None

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C. Execution

1. At execution of agreement by all parties, payment of not more than 25% of mobilization lump sum amount.
2. When amount earned is greater than 10% but less than 25% of original contract amount, an additional amount will be paid to bring total payment for mobilization to 50% of mobilization lump sum amount.
3. When amount earned is equal to or greater than 25% but less than 50% of original contract amount, an additional amount will be paid to bring total payment for mobilization to 75% of mobilization lump sum amount.
4. When amount earned is equal to or greater than 50% of original contract amount, an additional amount will be paid to bring total payment for mobilization to 100% of mobilization lump sum amount.

WI 1.1.2 CONCRETE FORMWORK**A. Scope of Work**

1. Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to install shoring and formwork as required for cast-in-place concrete.

B. Materials

1. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on Drawings.
 - a. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form," Class I
 - b. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.
2. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
3. Form Coatings: Provide commercial formulation form-coating compounds with a maximum VOC of 350 mg/l that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces, including but not limited to water-curing, curing compound, stains, or paints.
4. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units that will leave no metal closer than 1.5 in. to exposed surface.

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- a. Provide ties that, when removed, will leave holes not larger than 1.0 in. diameter in concrete surface.
5. Shores:
 - a. Nail Ellis clamps, if used with wood shores, to shores with minimum of two nails to prevent slipping.
 - b. Wedges: Hardwood or steel. Softwood wedges prohibited.
- C. Execution
1. Work shall conform to requirements of ACI 301 "Standard Specifications for Structural Concrete," ACI 302.1 R "Guide for Concrete Floor Slab Construction," ACI 318 "Building Code Requirements for Reinforced Concrete," and ACI 347 "Recommended Practice for Concrete Formwork" except as modified by the following paragraphs.
 2. Store all formwork and formwork materials clear of ground, protected, so as to preclude damage.
 3. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent leakage of cement paste.
 4. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
 5. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
 6. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
 7. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.
 8. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retighten forms and bracing before concrete placement as required to prevent mortar leaks and maintain proper alignment.
 9. Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure

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- units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds
10. Coat contact surfaces of forms with accepted, nonresidual, low-VOC form-coating compound before reinforcement is placed.
 11. Coat steel forms with non-staining, rust-preventive form oil or otherwise protect against rusting. Rust-stained steel formwork not acceptable.
 12. For post-tensioned concrete, formwork shall remain in place until post-tensioning has been completed. Do not place additional loads on structure until concrete has been properly reshored.
 13. For non-post-tensioned concrete, formwork shall remain in place until concrete has reached minimum two-thirds of 28-day strength. Do not place additional loads on structure until concrete has been properly reshored.
 14. Clean and repair surfaces of forms to be re-used in Work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
 15. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Engineer/Architect.

WI 1.1.3 CONCRETE SHORES AND RESHORES**A. Scope of Work**

1. Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to install temporary floor slab shoring and to maintain shores in place until restoration Work requiring shores and associated concrete has properly cured.

B. Materials

1. Shores shall be steel, rated at a minimum allowable load of 4,500 pounds at 12 ft extension or steel shoring towers rated at a minimum allowable load of 40,000 pounds per four leg tower.

C. Execution

1. Comply with ACI 301 and ACI 347 for shoring and reshoring in multi-story construction, except as modified in this Section.
2. For purpose of calculations: Construction load = 50 psf; dead load = 85 psf for the floor plus the dead load of the beams and girders.
3. Shore/Reshore loads on the structure shall not exceed 40 psf distributed load on the slab and concentrated loads shall not exceed posted wheel loads or 2,000 lbs., whichever is less. Concentrated contract bearing pressures on concrete shall not exceed 1,500 psi.
4. Shore/Reshore loads on concrete slab-on-grade shall be distributed by steel grillage or timber grillage so as not to exceed soil bearing capacity or 1,500 psf, whichever is smaller.

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5. Shore/Reshore loads on asphalt slab-on-grade shall be distributed by steel grillage or timber grillage so as not to exceed asphalt/soil bearing capacity, with consideration of the reduced asphalt bearing capacity during extreme hot weather.
6. Shore/Reshore loads shall be distributed horizontally and/or distributed to more than one level to meet shore/reshore load limitations.
7. Shore/Reshore loads shall be distributed to multiple framing members (beams/joists/double tee stems) and extend beyond the immediate work area to ensure proper distribution of loads throughout the structure.
8. Whenever temporary shoring is required, the contractor shall hire an Illinois Licensed Structural Engineer to design all required shoring and bracing to complete the repairs. The contractor's structural engineer shall determine all areas where shoring is required. The contractor's structural engineer shall prepare signed and sealed shoring and bracing scheme drawings for all areas requiring shoring and bracing.
9. Walker Consultants will review shoring scheme for general conformance to requirements stated herein. If it does not conform, Contractor will be informed to resubmit another shoring scheme. See requirements of Division 1 Section, "Submittal Procedures," Part 1 heading, "Submittal Procedures," for limits to resubmittals.
10. Remove shores and reshore in planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support Work without excessive stress or deflection.
11. Keep reshores in place as required until heavy loads due to construction operations have been removed.
12. If during construction, modifications are necessary to accommodate other trades, revise and resubmit erection plan to Engineer/Architect for review.

WI 1.1.4 CONCRETE REINFORCEMENT**A. Scope of Work**

1. Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to fabricate and install all mild steel reinforcement and epoxy coated reinforcement.

B. Materials

1. Reinforcement materials shall be as specified in ACI 301 "Standard Specifications for Structural Concrete."
2. Welded wire reinforcement: provide mats only. Roll stock prohibited.
3. Epoxy Coating Materials for Reinforcement: ASTM A775 and A884:
4. Supplier shall be certified currently under CRSI Fusion Bonded Epoxy Coating Applicator Plant Certification Program.
5. Provide one of following epoxy coatings for reinforcement and steel accessories as noted on Drawings:
 - a. "Scotchkote 413," 3M Company.
 - b. "Nap-Gard 7-2709," DuPont Powder Coatings, USA, Inc.

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- c. "Epoxiplate R346 or R349," Armstrong Products Company.
6. Use patching material recommended by epoxy powder manufacturer, compatible with epoxy coating and inert in concrete. Acceptable:
 - a. "Scotchkote 413 PC," 3M Company.
 - b. "Armatec 110," Sika Corporation.
 - c. "MasterEmaco P22," Master Builders Solutions.
 - d. "Corr Bond," The Euclid Chemical Company.
 7. Epoxy Coating for Existing Exposed Non-prestressed Steel Reinforcement or Welded wire reinforcement:
 - a. "Sikadur 32 Hi-Mod," Sika Chemical Corp., Lyndhurst, NJ.
 - b. "MasterSeal Conpressive Liquid LPL," Master Builders Solutions, Shakopee, MN.
 - c. "Scothkote 413 PC," 3M Company.
 - d. "Armatec 110," Sika Corporation.
 - e. "Euco 452," The Euclid Chemical Company, Cleveland, OH.
 - f. "Resi-Bond (J-58)," Dayton Superior Corporation, OH.

C. Execution

1. Work shall conform to requirements of ACI 301 "Standard Specifications for Structural Concrete," ACI 315-80 "Details and Detailing of Concrete Reinforcement," ACI 318 "Building Code Requirements for Reinforced Concrete," and Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
2. Submittals required include: Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, and others as requested by Engineer/Architect including, but not limited to:
 - a. Manufacturer's product data and installation instructions for proprietary form coatings, manufactured form systems, ties, and accessories.
 - b. Steel producer's certificates of mill analysis, tensile tests, and bend tests.
 - c. Manufacturer's product data, specifications, and installation instructions for proprietary materials, welded and mechanical splices, and reinforcement accessories.
 - d. Epoxy Coating for Reinforcement:
 - 1) Written certification from coating manufacturer that coating resin for reinforcement has been approved by National Bureau of Standards.
 - 2) Written information from coating manufacturer on proper use and application of coating resin.
 - 3) Coating applicator's written certification of results of quality control program.

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- e. Submit all materials and methods for concrete curing to Engineer/Architect for approval before beginning concreting Work. Include certification of curing compound allowable moisture loss.
3. Store concrete reinforcement materials at site to prevent damage and accumulation of dirt or excessive rust.
4. Epoxy Coated Reinforcement:
 - a. Contact areas of handling and hoisting systems shall be padded or be made of nylon or other acceptable material.
 - b. Use spreader bars to lift bundles of coated steel to prevent bar-to-bar abrasion.
 - c. Pad bundling bands or fabricate of nylon or other acceptable material.
 - d. Store coated steel on padded or wooden cribbing.
 - e. Do not drag coated steel members.
 - f. After placement, restrict traffic on coated steel to prevent damage.
5. Reinforcement with any of following defects will be rejected:
 - a. Lengths, depths and bends exceeding CRSI fabrication tolerances.
 - b. Bends or kinks not indicated on Drawings or final Shop Drawings.
 - c. Reduced cross-section due to excessive rusting or other cause.
6. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as herein specified.
 - a. Avoiding cutting or puncturing vapor retarder during reinforcement placement and concreting operations.
 - b. Examine conditions under which concrete reinforcement is to be placed, and immediately notify Engineer/Architect in writing of unsatisfactory conditions. Do not proceed with Work until unsatisfactory conditions have been corrected in acceptable manner.
 - c. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.
 - d. Fabricate reinforcement to conform to required shapes and dimensions, with fabrication tolerances complying with CRSI MSP. In case of fabricating errors, do not re-bend or straighten reinforcement in manner that will injure or weaken material.
 - e. Bends in reinforcement are standard 90° bends unless noted otherwise.
 - f. Reinforcement with any of following defects will be rejected:
 - 1) Lengths, depths and bends exceeding CRSI fabrication tolerances.
 - 2) Bends or kinks not indicated on Drawings or final Shop Drawings.
 - 3) Reduced cross-section due to excessive rusting or other cause.
 - g. Perform all welding of mild steel reinforcement, metal inserts and connections with low hydrogen welding electrodes in accordance with AWS D1.4.

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- h. Epoxy coated reinforcement: Fabricator and applicator to provide installer with written instructions to handle, store and place epoxy coated reinforcement to prevent damage to coating.
- i. Comply with ACI 301, Chapter 3 for placing reinforcement.
- j. Use rebar chairs and accessories to hold all reinforcing positively in place. Provide rebar chairs at all formed surfaces, both vertical and horizontal, to maintain minimum specified cover. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. Maximum spacing of chairs and accessories shall be per CRSI Manual of Standard Practice. In situations not covered by CRSI, provide support at 4 ft on center maximum each way.
- k. Install welded wire reinforcement in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- l. Splices:
 - 1) Provide standard reinforcement splices by lapping ends, placing bars in contact, and tying tightly with wire. Comply with requirements of ACI 318 for minimum lap of spliced bars.
 - 2) For mechanical tension splices of reinforcement:
 - a) Column bar lengths shall not exceed 30 ft between splices. In any bar, no splices shall occur at any floor level.
 - b) Exercise care to assure that no reduction of cross-sectional area of reinforcement occurs.
 - c) Use Barsplice Products, Inc., Bar-Grip or Grip-Twist, NMB Splice Sleeve, or Erico LENTON splices.
 - d) For all mechanical splices, perform splicing in strict accordance with manufacturer's requirements and instructions.
 - e) All splices to develop 125% of specified yield strength of bars, or of smaller bar in transition splices.
 - f) Stagger splices in adjacent bars.
 - g) Except where shown on Drawings, welding of reinforcement prohibited without prior written authorization by Engineer/Architect.
 - 3) Compression splices: Mechanically coupled splices in accordance with ACI 318, Chapter 12.
- m. Epoxy Coated Reinforcement:
 - 1) Rest epoxy coated steel members supported from formwork on coated wire bar supports, or on bar supports made of dielectric material or other suitable material.
 - 2) Coat wire bar supports with dielectric material for minimum distance of 2 in. from point of contact with coated steel member.
 - 3) Fasten epoxy-coated steel members with nylon-, epoxy-, or plastic-coated tie wire, or other suitable material acceptable to Engineer/Architect.

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- 4) Mechanical connections, when required, shall be installed in accordance with splice device manufacturer's recommendations. Repair any damage to coating.
- 5) All parts of mechanical connections on epoxy-coated steel, including steel splice sleeves, bolts, and nuts shall be coated with same material used for repair of coating damage.
- 6) Do not cut epoxy-coated steel unless permitted by Engineer/Architect. When cut, coat ends with material used for repair of coating damage.
- 7) All welding of epoxy-coated steel shall conform to AWS D1.4.
- 8) Adequate ventilation shall be provided when welding epoxy-coated steel.
- 9) After welding, repair coating damage as specified in Part 3 heading "Quality Control Testing During Construction," paragraph "Epoxy Coated Material."

WI 1.1.5 TEMPORARY SIGNAGE**A. Scope of Work**

1. Work consists of furnishing all labor, materials, equipment and supervision necessary to provide and install and remove following completion of project, temporary signage as required for traffic control and user information during construction and as required by Owner/Engineer/Architect.

B. Materials

1. Temporary signage shall meet following minimum requirements:
 - a. Minimum size: 2' x 4'
 - b. Backing material: 0.5 in. medium density overlay plywood.
 - c. Colors:
 - 1) Background: medium orange or white.
 - 2) Symbols/Lettering: black
 - d. Lettering: silk screened or die-cut.
 - 1) Font Style: Helvetica or similar.
 - 2) Size: 2 in. high minimum for pedestrian information; 4 in. high minimum for traffic information.

C. Execution

1. Mounting height: 5 ft. to bottom of sign. Provide mounting brackets as required.
2. Contractor shall submit shop drawings detailing sign size, layout, colors, and mounting schemes for approval prior to fabricating signs and mounting brackets.

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3. Typical regulatory signs (that is, STOP, YIELD, etc.) and "Handicap" signs shall conform to all Federal, state, and local requirements for sizes, materials, and colors.

WI 3.0 CONCRETE FLOOR REPAIR

A. Scope of Work

1. This Work consists of furnishing all labor, materials, equipment, supervision and incidentals including shoring necessary to locate existing spalls, locate and remove delaminated and unsound floor concrete, prepare cavities and install new concrete and reinforcing (as required) materials to restore concrete floor to original condition and appearance. Refer to Detail Series 3.0 for specific requirements.

B. Materials

1. Concrete repair materials shall be as specified in Section "Trowel Applied Mortar."

C. Execution

1. Locating, marking, removal, preparation, and inspection of deteriorated concrete and reinforcing steel preparation, repair and installation shall be performed as specified in Section "Surface Preparation for Concrete Placement".
2. Final surface preparation, concrete placement, finishing and curing shall be performed as specified in concrete repair material specification.
 - 1.
 3. Manufacturer specifications/requirements for these issues shall also be followed in the event proprietary bag mix repair materials are used.

WI 3.1 FLOOR REPAIR

- A. Refer to Work Item "Concrete Floor Repair" for scope of Work, materials and Execution procedure associated with this Work Item. Refer to Detail 3.1 for specific requirements.

WI 6.0 CONCRETE COLUMN REPAIR

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals including shoring necessary to locate existing spalls, locate and remove delaminated and unsound concrete, prepare cavities and install concrete and reinforcing (as required) materials to restore concrete columns to original condition and appearance. Refer to Detail Series 6.0 for specific requirements.

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B. Materials

1. Trowel applied patching material shall be as specified in Section "Trowel Applied Mortar."

C. Execution

1. Locating, marking, removal, preparation, and inspection of deteriorated concrete and reinforcing steel preparation, repair and installations shall be performed as specified in Section "Surface Preparation for Concrete Placement". Install shoring at repair locations where required per the Construction Documents prior to starting removals.
2. Final surface preparation, concrete placement, finishing and curing shall be performed as specified in concrete repair material specification. Manufacturer specifications/requirements on these issues shall also be followed in the event proprietary bag mix repair materials are used.
3. Contractor shall take care to protect adjacent areas from overspray if "Shotcrete" is used. Area adjacent to repair shall be cleaned to Owner's satisfaction prior to leaving site.

WI 6.1 COLUMN REPAIR

- A. Refer to Work Item "Concrete Column Repair" for scope of Work, materials and procedure associated with this Work Item. Refer to Detail 6.1 for specific requirements.

WI 7.0 CONCRETE WALL REPAIR**B. Scope of Work**

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to locate existing spalls, locate and remove delaminated and unsound concrete, prepare cavities and place patching materials to restore concrete walls to original condition and appearance. Refer to Detail Series 7.0 for specific requirements.

B. Materials

1. Trowel applied patching material shall be as specified in Section "Trowel Applied Mortar." This material may be used for shallow removal and repair Work Item only.

C. Execution

1. Contractor shall locate and mark all Work areas as specified in Section "Surface Preparation for Patching," Article "Inspection."
2. Procedure for delaminated, spalled and unsound concrete removal shall be as specified in Section "Surface Preparation for Patching," Article "Preparation."

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3. Engineer/Architect shall inspect all cavities for condition according to Section "Surface Preparation for Patching," Article "Inspection of Repair Preparation."
4. All steel exposed within cavities shall be cleaned to bare metal by sandblasting according to Section "Surface Preparation for Patching," Article "Cleaning of Reinforcement within Delamination and Spall Cavities," and damaged and defective reinforcement replaced as specified in Section "Surface Preparation for Patching," Article "Reinforcement and Embedded Materials in Repair Areas." Exposed steel shall be coated with an approved corrosion inhibitor coating as specified in Section "Cast-in-Place Concrete."
5. Contractor shall prepare cavities for patch placement as specified in Section "Surface Preparation for Patching," Article "Preparation of Cavity for Patch Placement."
6. Patch materials and associated reference specifications are listed in Work Item "Concrete Wall Repair," Article "Materials," above. Patch installation procedures shall be in accordance with referenced specifications for selected material.
7. Contractor shall take care to protect adjacent areas from overspray if "Shotcrete" is used. Area adjacent to repair shall be cleaned to Owner's satisfaction prior to leaving site.

WI 7.1 WALL REPAIR

- A. Refer to Work Item "Concrete Wall Repair" for scope of Work, materials and procedure associated with this Work Item. Refer to Detail 7.1 for specific requirements.

WI 10.0 EXPANSION JOINT REPAIR AND REPLACEMENT**A. Scope of Work**

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to remove existing expansion joints, prepare adjacent concrete and furnish and install new expansion joint system. Refer to Detail Series 10.0 for specific requirements.

B. Materials

1. Expansion joint system materials shall be as specified in Section "Expansion Joint Assemblies," installed in strict accordance with manufacturer's recommendations.
2. Trowel applied patching material shall be as specified in Section "Trowel Applied Mortar." This material may be used for shallow removal and repair Work Items only.

C. Execution

1. Contractor shall remove existing expansion materials in manner that minimizes damage to adjacent concrete.

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2. Alterations to existing expansion joint blockout required for installation of new expansion joint system shall be performed in accordance with Work Item Series "Expansion Joint Preparation."
3. Joint installation procedures shall be in accordance with referenced specifications and manufacturer's recommendations.
4. In-place testing: Prior to opening to traffic, test joint seal for leaks with 2 in. water depth maintained continuously for 12 hrs. Repair leaks revealed by examination of seal underside. Repeat test and repairs until all leaks stopped for full 12 hrs.

WI 10.6 EXPANSION JOINT – SILICONE SEAL

- A. Refer to Work Item "Expansion Joint Repair and Replacement" for scope of Work, materials and procedure associated with this Work Item. Refer to Detail 10.6 for specific requirements.

WI 11.0 CRACK AND JOINT REPAIR**WI 11.1 SEAL RANDOM CRACKS****A. Scope of Work**

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to locate, prepare and seal random cracks in concrete floor. Refer to Detail 11.1 for specific requirements.

B. Materials

1. Approved materials for use in this Work are specified in Section "Joint Sealants."

C. Execution

1. Contractor shall thoroughly clean and inspect concrete slabs and/or topping for cracks and unsealed construction joints. Those identified as either greater than 0.03 in. wide or showing evidence of water and/or salt staining on ceiling below shall be sealed. All cracks and joints identified for repair shall be marked with chalk to aid in precision routing. Obtain depths to top reinforcing bars and P-T tendons in area of repair by use of a pachometer. Determine depth of electrical conduit (metal or plastic). Do not exceed this depth of routing where the crack to be repaired crosses the embedded items. Damage to embedded items will require repair or replacement at no cost to the Owner.
2. Cracks shall be ground or sawcut to an adequate width and depth as required by Work Item Detail. Routing shall be performed by mechanized device that has positive mechanical control over depth and alignment of cut. Hand held power grinders with abrasive disks shall not be used on control/construction joints, but may be used on random cracks.

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3. Cavities shall be thoroughly cleaned by either sandblasting or grinding to remove all laitance, unsound concrete and curing compounds which may interfere with adhesion. Groove shall be air blasted to remove remaining debris.
4. Sealant materials and associated reference specifications are listed in Work Item "Random Floor Cracks," Article "Materials," above. Sealant installation procedures shall be in accordance with referenced specifications for selected material.
5. Traffic topping manufacturer shall specify joint sealant type compatible with traffic topping. Crack and joint sealant work shall be incidental to traffic topping system.

WI 11.2 CONTROL JOINT SEALANT**A. Scope of Work**

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to locate and mark failed joint sealant, remove existing sealant, prepare edges and reseal control joints. Refer to Detail 11.2 for specific requirements.

B. Materials

1. Approved materials for use in this Work are specified in Section "Concrete Joint Sealant."

C. Execution

1. Contractor shall locate failed joint sealant by visual inspection.
2. Contractor shall remove existing sealant from joints.
3. When existing joint dimensions do not conform to Detail 11.2, joints shall be routed or sawcut to an adequate width and depth as required by Work Item Detail. Routing shall be performed by mechanized device that has positive mechanical control over depth and alignment of cut.
4. Cavities shall be thoroughly cleaned by either sandblasting or grinding to remove all remaining sealant and unsound concrete which may interfere with adhesion. Groove shall also be air blasted to remove remaining debris.
5. Sealant materials and associated reference specifications are listed in Work Item "Control Joint Sealant," Article "Materials," above. Sealant installation procedures shall be in accordance with referenced specifications for selected material.
6. Traffic topping manufacturer shall specify joint sealant type compatible with traffic topping. Control joint sealant work shall be incidental to traffic topping system.

WI 11.3 VERTICAL JOINT SEALANT**A. Scope of Work**

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1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to locate and mark failed vertical joint sealant, remove existing sealant, prepare edges and reseal vertical joints. Refer to Detail 11.3 for specific requirements.
- B. Materials
1. Approved materials for use in this Work are specified in Section "Concrete Joint Sealant."
- C. Execution
1. Contractor shall locate failed vertical joint sealant by visual inspection.
 2. Contractor shall remove existing sealant from vertical joints.
 3. When existing joint dimensions do not conform to Detail 11.3, joints shall be routed or sawcut to an adequate width and depth as required by Work Item Detail. Routing shall be performed by mechanized device that has positive mechanical control over depth and alignment of cut.
 4. Cavities shall be thoroughly cleaned by either sandblasting or grinding to remove all remaining sealant and unsound concrete which may interfere with adhesion. Groove shall also be air blasted to remove remaining debris.
 5. Sealant materials and associated reference specifications are listed in Work Item "Control Joint Sealant," Article "Materials," above. Sealant installation procedures shall be in accordance with referenced specifications for selected material.

WI 16.0 TRAFFIC TOPPING

- A. Scope of Work
1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals, including installation of joint sealant materials, necessary to prepare existing floor surfaces and install traffic topping. Coating of all vertical surfaces within Work limits shall be incidental to installation of traffic topping. Refer to Detail series 16.0 for specific requirements.
- B. Materials
1. Traffic topping materials shall be as specified in Section "Traffic Coatings."
- C. Execution
1. Floor surface preparation shall be performed by coating system licensed applicator or under its direct supervision.
 2. Shotblast surface preparation is required for floors.
 3. Coating system shall be installed by licensed applicators in strict accordance with manufacturer's recommendations and referenced specification section.
 4. Crack preparation, including installation of sealant material where required, is incidental to traffic topping work.

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5. Coating system shall be thoroughly cured prior to Work areas being returned to service.

WI 16.9 DECORATIVE FLOORING (ALTERNATE NO.20)

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals, including preparation and install a new decorative flooring system in the Ground Level elevator lobby. Color of quartz shall be selected by owner.

B. Materials

1. Decorative flooring system materials shall be equal to "Koster – Color Quartz Flooring System (Q25)" or equivalent. Obtain written approval from flooring system manufacturer that existing coating surface is acceptable for installing new coating before beginning Work.

C. Execution

1. Removal of loose/failed existing coating, preparation of exposed concrete surfaces and manufacture recommendations. Floor surface preparation shall be performed by coating system licensed applicator or under its direct supervision.
2. Shotblast or grinding of the surface preparation may be required on floor.
3. Flooring system shall be installed by licensed applicators in strict accordance with manufacturer's recommendations and referenced specification section.
4. Crack preparation, including installation of sealant material where required, is incidental to flooring work.
5. Flooring system shall be thoroughly cured prior to returning work areas to service.

WI 25.0 MECHANICAL - DRAINAGE

WI 25.8 REPLACE COVER

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to replace the cover on the existing floor clean-out.

B. Materials

1. Approved materials for the covers shall cast iron.

C. Execution

1. Contractor shall locate and mark all areas where covers are to be replaced.
2. Covers shall sit level to existing concrete surface..

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WI 37.0 DOORS, FRAMES AND HARDWARE

WI 37.1 DOOR & FRAME REPLACEMENT (ALTERNATE NO.1)

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to remove the existing deteriorated door and frame and replace with a new hollow metal doors, frame, hinges, kick plates, door handle lockset and painted to match existing door color.

B. Materials

1. New door and frames shall be manufactured by Ceco Door, Custom Metal Products, Gensteel Doors, Hollow Metal Inc., Mesker Doors or engineer approved equivalent. Doors and frames shall be NAAMM-HMMA 860, 1-3/4" thick. All metal shall be 0.053 inch thick.
2. Butt hinges shall be zinc plated with stainless steel mortise lockset latch sets with surface mounted closers. Keying shall match existing locks.

C. Excution

- a. Contractor shall locate and mark all areas where doors are to be removed and replaced.
- b. Contractor shall verify directional swing of all doors.
- c. Colors of all door & frame shall match existing exit doors and frames or upon owner selection.
- d. Contractor shall submit shop drawings to Engineer for approval before ordering doors and frames.
- e. Doors and frames shall be installed in accordance with manufacture requirements.
- f. Contractor shall have approved shop drawings from the Engineer before ordering doors and frames.
- g. Doors and frames shall be factory prime painted. A final painting shall be done after the doors and frame have be installed.
- h. Finished paint doors shall match the existing door color in the stairwell.

WI 45.0 PAINTING

WI 45.4 PAINT DOOR AND FRAMES

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to contain, with barriers to grind or sandblasting for prepping, prime and paint all steel steel doors and frames as located on

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Drawings. Any lettering or stenciles located on doors, shall be replaced to original size and location

B. Materials

1. Sherwin Williams Kem Kromik Universal Metal Primer.
2. Sherwin Williams Steel Master™ 9500 Coating, B56-300 Series.

C. Execution

1. Contractor shall locate and verify with Engineer/Architect all Work areas.
2. Contractor shall verify color selection with Owner prior to start of Work.
3. Contractor shall take all necessary measures to contain, with full height barriers, sandblasting debris and paint to immediate Work area to protect public from injury and vehicles and public property from damage.
4. Contractor shall solvent clean any surface area with oil or grease build-up prior to receiving sandblast preparation in accordance with SSPC-SP1 and Section "Painting."
5. Contractor shall sandblast all surfaces with surface corrosion to near-white metal blast cleaning in accordance with SSPC-SP10 and Section "Exterior Painting."
6. Contractor shall air blast and remove all debris from Work area prior to application of primer or paint.
7. Contractor shall apply primer to all sandblasted metal surfaces on same day (within 8 hrs) as sandblast operations. Apply primer according to Section "Exterior Painting" and in strict accordance with manufacturer's recommendations.
8. Contractor shall apply paint in accordance with referenced specification section listed in Work Item "Paint Structural Steel," Article "Materials," above.

WI 45.5 PAINT WINDOW FRAMES**A. Scope of Work**

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to contain, with full height barriers, sandblasting debris and paint during operations and prepare, prime and paint all steel handrails, existing metal stringer and miscellaneous metal items as located on Drawings.

B. Materials

1. Sherwin Williams Kem Kromik Universal Metal Primer.
2. Sherwin Williams Steel Master™ 9500 Coating, B56-300 Series.

C. Execution

1. Contractor shall locate and verify with Engineer/Architect all Work areas.
2. Contractor shall verify color selection with Owner prior to start of Work.

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3. Contractor shall take all necessary measures to contain, with full height barriers, sandblasting debris and paint to immediate Work area to protect public from injury and vehicles and public property from damage.
4. Contractor shall solvent clean any surface area with oil or grease build-up prior to receiving sandblast preparation in accordance with SSPC-SP1 and Section "Painting."
5. Contractor shall sandblast all surfaces with surface corrosion to near-white metal blast cleaning in accordance with SSPC-SP10 and Section "Exterior Painting."
6. Contractor shall air blast and remove all debris from Work area prior to application of primer or paint.
7. Contractor shall apply primer to all sandblasted metal surfaces on same day (within 8 hrs) as sandblast operations. Apply primer according to Section "Exterior Painting" and in strict accordance with manufacturer's recommendations.
8. Contractor shall apply paint in accordance with referenced specification section listed in Work Item "Paint Structural Steel," Article "Materials," above.

WI 45.6 PAINT STRUCTURAL STEEL**A. Scope of Work**

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to contain, with full height barriers, sandblasting debris and paint during operations and prepare, prime and paint all steel handrails, existing metal stringer and miscellaneous metal items as located on Drawings.

B. Materials

1. Sherwin Williams Kem Kromik Universal Metal Primer.
2. Sherwin Williams Steel Master™ 9500 Coating, B56-300 Series.

C. Execution

1. Contractor shall locate and verify with Engineer/Architect all Work areas.
2. Contractor shall verify color selection with Owner prior to start of Work.
3. Contractor shall take all necessary measures to contain, with full height barriers, sandblasting debris and paint to immediate Work area to protect public from injury and vehicles and public property from damage.
4. Contractor shall solvent clean any surface area with oil or grease build-up prior to receiving sandblast preparation in accordance with SSPC-SP1 and Section "Painting."
5. Contractor shall sandblast all surfaces with surface corrosion to near-white metal blast cleaning in accordance with SSPC-SP10 and Section "Exterior Painting."
6. Contractor shall air blast and remove all debris from Work area prior to application of primer or paint.
7. Contractor shall apply primer to all sandblasted metal surfaces on same day (within 8 hrs) as sandblast operations. Apply primer according to Section "Exterior Painting" and in strict accordance with manufacturer's recommendations.

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8. Contractor shall apply paint in accordance with referenced specification section listed in Work Item "Paint Structural Steel," Article "Materials," above.

END OF SECTION 020010

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SECTION 025130 - GENERAL CONCRETE SURFACE PREPARATION

PART 1 - GENERAL

1.1 DEFINITIONS

- A. **DELAMINATIONS:** Fracture planes, "internal cracks," within concrete. Typically these fractures are parallel to the member face and vary in depth.
- B. **NEAR-VERTICAL CHIPPED EDGES:** Provide an edge dressed to within 20° of perpendicular of finished surface.
- C. **SPALLS:** Potholes, cavities or voids in floor slabs, beams, columns, and walls. Usually result of delamination migrating to face of concrete member. When fracture finally reaches surface, concrete encompassed by delamination breaks away, resulting in spall.
- D. **UN SOUND CONCRETE:** Concrete exhibiting one or more of:
 - 1. Incipient fractures present beneath existing delaminated or spalled surfaces.
 - 2. Honeycombing.
 - 3. Friable or punky areas.
 - 4. Deterioration from freeze-thaw action.
- E. **SCALING:** Deterioration which attacks mortar fraction (paste) of concrete mix. First appears as minor flaking and disintegration of concrete surface. Scaling eventually progresses deeper into concrete, exposing aggregate which breaks away. Concrete scaling is caused by freeze-thaw action. If concrete is frozen in saturated state, excess water freezing in concrete causes high internal stresses.
- F. **SHOTBLASTING:** Scarification of concrete surfaces using an abraded metal shot-rebound. See Corps of Engineer's Manual EM 1110-2-2002 and the National Cooperative Highway Research Program's Report #99 for a more detailed definition.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 025130

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SECTION 033760 - TROWEL APPLIED MORTAR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the provision of all labor, materials, supervision and incidentals necessary to prepare deteriorated or damaged concrete surfaces and install patches to overhead and vertical surfaces to restore original surface condition and integrity.
- B. Related Sections: Following Sections contain requirements that relate to this Section:
 - 1. Division 02 Section "Surface Preparation for Patching."
 - 2. Division 03 Section "Trowel Applied Mortar."

1.3 QUALITY ASSURANCE

- A. Work shall conform to requirements of ACI 301 as applicable except where more stringent requirements are shown on Drawings or specified in this Section.
- B. Testing Agency:
 - 1. Independent testing laboratory employed by Owner and acceptable to Engineer/Architect.
- C. Sampling and testing of mortar shall be performed by ACI certified Concrete Field Technicians Grade I. Certification shall be no more than three years old.
- D. Testing Agency is responsible for conducting, monitoring and reporting results of all tests required under this Section. Testing Agency has authority to reject mortar not meeting Specifications.
- E. Testing Agency shall submit following information for Field Testing of Concrete unless modified in writing by Engineer/Architect:
 - 1. Project name and location.
 - 2. Contractor's name.
 - 3. Testing Agency's name, address and phone number.
 - 4. Mortar manufacturer.
 - 5. Date of report.
 - 6. Testing Agency technician's name (sampling and testing).

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7. Placement location within structure.
8. Weather data:
 - a. Air temperatures.
 - b. Weather.
 - c. Wind speed.
9. Date, time, and place of test.
10. Compressive test data:
 - a. Cube number.
 - b. Age of mortar when tested.
 - c. Date and time of cube test.
 - d. Compressive strength.

1.4 REFERENCES

- A. "Standard Specification for Structural Concrete" (ACI 301) by American Concrete Institute, herein referred to as ACI 301, is included in total as specification for this structure except as otherwise specified herein.
- B. Comply with provisions of following codes, specifications and standards except where more stringent requirements are shown on Drawings or specified herein:
 1. "Building Code Requirements for Structural Concrete" (ACI 318), American Concrete Institute, herein referred to as ACI 318.
 2. "Hot Weather Concreting" reported by ACI Committee 305.
 3. "Cold Weather Concreting" reported by ACI Committee 306.
- C. American Society for Testing and Materials (ASTM):
 1. ASTM C109, "Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens)."

1.5 SUBMITTALS

- A. Make submittals in accordance with requirements of Division 01 and as specified in this Section.
- B. Testing Agency: Promptly report all mortar test results to Engineer/Architect and Contractor. Include following information:
 1. See Article "Quality Assurance," paragraph "Testing Agency shall submit...."
 2. Strength determined in accordance with ASTM C109.

PART 2 - PRODUCTS

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2.1 MATERIALS

- A. Acceptable materials shall have minimum 3 day compressive strength of 3,000 psi and 5,000 psi at 28 days as certified by manufacturer.
- B. Acceptable materials for overhead and vertical work are:
 - 1. "Planitop X or XS," Mapei Systems, Deerfield Beach, FL
 - 2. "SikaRepair SHB with LatexR," Sika Corporation, Lyndhurst, NJ
 - 3. "MasterEmaco N 400 RS," Master Builders Solutions, Shakopee, MN
 - 4. "Verticoat Supreme," Euclid Chemical Company, Cleveland, OH
- C. Acceptable materials for horizontal repair work are:
 - 1. "Planitop 18," Mapei Systems, Deerfield Beach, FL
 - 2. "SikaTop 122 Plus," Sika Corporation, Lyndhurst, NJ
 - 3. "MasterEmaco R 310 CI," Master Builders Solutions, Shakopee, MN
 - 4. "Concrete Top Supreme," by Euclid Chemical Company, Cleveland, OH

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Preparation: Cavity surfaces shall be clean and dry prior to commencement of patch installation. Preparation of cavity to receive new mortar shall be in accordance with Section "Surface Preparation for Patching" and manufacturer's instructions.

3.2 INSTALLATION

- A. Bonding Grout:
 - 1. Apply bonding grout in strict accordance with manufacturer's recommendations.
 - 2. If bonding grout dries, cavity shall not be patched until it has been recleaned and prepared as specified in Section "Surface Preparation for Patching." Grout shall not be applied to more cavities than can be patched within 0.25 hr by available manpower.
- B. Placement: Patching materials shall be placed immediately following grout application in strict accordance with manufacturer's instructions. Properly proportioned and mixed patch material shall be placed using trowels to consolidate patch so that no voids exist within new material and continuous contact with base concrete is achieved. Supplemental wire mesh shall be required for delamination and spall repairs greater than two inches in depth. Fresh bonding grout is required between successive lifts of patching material.

3.3 CURING

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- A. Initial Curing: Immediately after finishing, keep patch material continually moist for at least 24 hours by misting, sprinkling, or using absorptive mat or fabric covering kept continually moist.
- B. Final Curing: Curing compounds complying with ASTM C309 may be used in accordance with recommendations of ACI 506.7, "Specification for Concrete." Provide additional curing immediately following initial curing and before patch material has dried. Use one of following materials or methods:
 - 1. Continue method used in initial curing.
 - 2. Material conforming to ASTM C171.
 - 3. Curing compounds conforming to ASTM C309.
 - 4. Other moisture retaining covering as approved by Engineer/Architect.
 - 5. Duration of Curing: Continue curing for first 7 days after patch placement. During initial and final curing periods maintain patch material above 50° F.
 - 6. Prevent rapid drying at end of curing period.
 - 7. Provide additional curing as required or recommended by manufacturer.

3.4 FIELD QUALITY CONTROL BY TESTING AGENCY

- A. Concrete Compressive Strength:
 - 1. Mold test cubes in accordance with ASTM C-109 as follows:
 - a. Take minimum of 12 cubes for each 10 cu ft, or fraction thereof, of each repair mortar placed in any one day. Use 2 in. x 2 in. cubes.
 - 2. Cover specimens properly, immediately after finishing. Protect molds from contact with sources of water for first 24 hours after molding.
 - 3. Fabricate and cure test cubes per ASTM C-109, except as follows:
 - a. Do not remove specimens from molds before 24 hours.
 - 1) During first 24 hours after molding, store test specimens under conditions that maintain temperature immediately adjacent to specimens in range of 60 to 80° F. and prevent loss of moisture from specimens.
 - 2) Remove test specimens from molds at end of 24 hours and air dry in laboratory until moment of test.
 - 4. Compression Test:
 - a. Test 3 cubes at 3 days.
 - b. Test 3 cubes at 7 days.
 - c. Test 3 cubes at 28 days.
 - d. Hold 3 cubes in reserve for use as Engineer/Architect directs.
 - 5. Unless notified by Engineer/Architect, reserve cubes may be discarded without being tested after 56 days.

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3.5 EVALUATION AND ACCEPTANCE OF TROWEL APPLIED MORTAR REPAIRS

A. Acceptance of Repairs (ACI 301):

1. Acceptance of completed concrete Work will be according to provisions of ACI 301.
2. Patched areas shall be sounded by Engineer/Architect and Contractor with hammer or rod after curing for 72 hours. Contractor shall repair all hollowness detected by removing and replacing patch or affected area at no extra cost to Owner.
3. If shrinkage cracks appear in patch area when initial curing period is completed, patch shall be considered defective, and it shall be removed and replaced by Contractor at no extra cost.

END OF SECTION 033760

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SECTION 071900 – WATER REPELLENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. A single installer shall be responsible for providing complete water proofing system including all products specified in the following Sections:
1. Division 07 Section, "Water Repellents"
 2. Division 07 Section, "Concrete Joint Sealants"
- B. This Section includes penetrating concrete sealer on these surfaces:
1. Supported concrete floor and concrete roof surfaces including curbs, walks, islands and pour strips.
- C. Related Sections: Following Sections contain requirements that relate to this Section.
1. Division 07 Section, "Concrete Joint Sealants"
 2. Division 09 Section, "Pavement Markings."

1.3 REFERENCES

- A. ASTM International (ASTM):
1. ASTM D6489, "Standard Test Method for Determining the Water Absorption of Hardened Concrete Treated with a Water Repellent Coating."

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
1. Materials shall be compatible with materials or related Work with which they come into contact, and with materials covered by this Section.
 2. Distribute reviewed submittals to all others whose Work is related.
- B. Make submittals in accordance with requirements of Division 01 Section, "Submittal Procedures:"

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1. See requirements of Division 01 Section, "Submittal Procedures," Part 1 heading, "Submittal Procedures," for limits to resubmittals.
 2. See requirements of Division 01 Section, "Submittal Procedures," Part 2 heading, "Requests for Information," for RFI constraints.
- C. Submittals and Resubmittals: Engineer will review each of Contractor's shop drawings and/or submittal data the initial time and, should resubmittal be required, one additional time to verify that reasons for resubmittal have been addressed by Contractor and corrections made. Resubmittal changes/revisions/corrections shall be circled. Engineer will review only circled items and will not be responsible for non-circled changes/revisions/corrections and additions. Should additional resubmittals be required, Contractor shall reimburse Owner for all costs incurred, including the cost of Engineer's services made necessary to review such additional resubmittals. Owner shall in turn reimburse Engineer.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Owner retains right to reject any manufacturer.
1. Evidence of acceptable previous work on WALKER-designed projects. If none, so state.
 2. Evidence of financial stability acceptable to Engineer/Architect.
 3. Listing of 20 or more projects completed with submitted system, to include:
 - a. Name and location of project.
 - b. Type of system applied.
 - c. On-Site contact with phone number.
- B. Installer's Qualifications: Owner retains right to reject any installer.
1. Evidence of compliance with Summary article paragraph "A single installer. . ."
 2. Evidence that installer has successfully performed or has qualified staff who have successfully performed at least 5 verifiable years of installations similar to those involved in this Contract, and minimum 10 projects with submitted system.
- C. Testing Agency: Independent testing laboratory employed by **Contractor** and acceptable to Engineer/Architect.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials to site in original, unopened containers, bearing following information:
1. Name of product.
 2. Name of manufacturer.
 3. Date of preparation.
 4. Lot or batch number.

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- B. Store materials under cover and protect from weather. Replace packages or materials showing any signs of damage with new material at no additional cost to Owner.

1.7 FIELD CONDITIONS

- A. Weather and Substrate Conditions: Do not proceed with application (except with written recommendation of manufacturer) under any of the following conditions:
 - 1. Ambient temperature is less than 40° F.
 - 2. Substrate surfaces have cured for less than 1 month.
 - 3. Rain or temperatures below 40° F predicted for a period of 24 hours.
 - 4. Less than 24 hours after surfaces became wet.
 - 5. Substrate is frozen or surface temperature is less than 40° F.
 - 6. Wind velocities higher than manufacturer's specified limit to prevent solvent flash-off.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide products of one of following, only where specifically named in product category:
 - 1. Advanced Chemical Technologies Inc. (ACT), Oklahoma City, OK.
 - 2. Master Builders Solutions, Shakopee, MN.
 - 3. Evonik Degussa Corporation (Evonik Degussa), Parsippany, NJ.
 - 4. Lymtal International Inc. (Lymtal), Lake Orion, MI.
 - 5. Sika Corporation (Sika), Lyndhurst, NJ

2.2 MATERIALS, CONCRETE SEALER

- A. Silane (90% or greater solids, 400 g/L or less VOC):
 - 1. MasterProtect H 1000, 200 sf/g, Master Builders Solutions.
 - 2. Iso-Flex 618-100 CRS, 200 sf/g, Lymtal.
 - 3. Protectosil BHN, 200 sf/g, Evonik Degussa Corp.
 - 4. Sikagard 705L, 200 sf/g, Sika.
 - 5. Sil-Act ATS-100 LV, 200 sf/g, ACT.
- B. Proposed substitutions: None for this project. Contact Engineer/Architect for consideration for future projects.

PART 3 - EXECUTION

3.1 EXAMINATION

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- A. Examine surfaces to receive Work and report immediately in writing to Engineer/Architect any deficiencies in surface which render it unsuitable for proper execution of Work.
- B. Coordinate and verify that related Work meets following requirements before beginning surface preparation and application:
 - 1. Concrete surface finishes are acceptable for system to be installed.
 - 2. Curing compounds used on concrete surfaces are compatible with system to be installed.
 - 3. Concrete surfaces have completed proper curing period for system selected.
 - 4. Control joint and expansion joint Work is complete and has been accepted by Engineer/Architect.

3.2 PREPARATION

- A. Seal all openings to occupied space to prevent cleaning materials, solvents and fumes from infiltration. All protective measures and/or ventilating systems required to prevent infiltration are incidental to this Work.
- B. Acid etching is prohibited.
- C. Repair or replace all sealant materials damaged by surface preparation operations.
- D. **Shot blast** clean all surfaces to be sealed as acceptable to sealer manufacturer before sealer application. Shot blasting is not recommended or required for new slabs that are water cured per ACI 308, Paragraph 2.2. Cleaning method and materials shall be sufficient to allow absorption criteria stated in Field Quality Control article to be met. Prepare by sandblasting all surfaces inaccessible to shotblast equipment.
- E. Equipment used during floor slab cleaning shall not exceed height limitation of facility and shall not exceed 3,000 lb axle load or vehicle gross weight of 6,000 lb.
- F. Mask off adjoining surfaces not to receive sealer and mask off drains to prevent spillage and migration of liquid materials outside sealer area. Provide neat/straight lines at termination of sealer.

3.3 INSTALLATION/APPLICATION

- A. Do all Work in accordance with manufacturer's written instructions and specifications including, but not limited to, moisture content of substrate, atmospheric conditions (including relative humidity and temperature), coverage, mil thickness and texture, and as shown on Drawings.
- B. Clean all surfaces affected by sealer material overspray and repair all damage caused by sealer material overspray to adjacent construction or property at no cost to Owner.

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- C. Clean off excess material as work progresses using methods and materials approved by manufacturer.

3.4 FIELD QUALITY CONTROL

- A. Install 3 trial sections of sealer to verify treated surface is not glazing as result of sealer application. If application of sealer causes glazing at trial section, contact sealer manufacturer to obtain written recommendations for solving problem. Do not proceed with sealer application following trial section applications until directed to do so in writing by Engineer/Architect.
- B. Testing Agency shall take a) 1 core from each trial section and b) 3 additional cores as directed by Engineer/Architect after sealer application to test for sealer effectiveness in accordance with ASTM D6489. Concrete core samples shall be taken 14 days after application of sealer. Report water absorption through top and bottom surfaces of core. Sealer shall reduce water absorption by at least 85 percent when compared with the unsealed bottom surface.

3.5 NON-CONFORMING WORK

- A. Unsatisfactory Field Quality Control test results shall be grounds for rejection of sealer or sealer application rate. Perform sealer reapplication at no additional cost to Owner.

END OF SECTION 071900

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SECTION 079233 – CONCRETE JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. A single installer shall be responsible for providing complete water proofing system including all products specified in the following Sections:
 - 1. Division 07 Section, "Water Repellents"
 - 2. Division 07 Section, "Joint Sealants"
- B. This Section includes the following:
 - 1. Exterior joints in the following horizontal traffic bearing surfaces:
 - a. Construction joints in cast-in-place concrete.
 - b. Joints between precast concrete units.
- C. Related Sections: Following Sections contain requirements that relate to this Section.
 - 1. Division 03 Section, "Latex Modified Concrete and Mortar."
 - 2. Division 07 Section, "Water Repellents."

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Materials shall be compatible with materials or related Work with which they come into contact, and with materials covered by this Section.
 - 2. Distribute reviewed submittals to all others whose Work is related.
 - 3. Coordinate layout of joint system and approve methods for providing joints with precast concrete and concrete contractors.
 - 4. Inspect site and precast plant before precast production to insure proper joint configuration.
- B. Make submittals in accordance with requirements of Division 01 Section, "Submittal Procedures:"
 - 1. See requirements of Division 01 Section, "Submittal Procedures," Part 1 heading, "Submittal Procedures," for limits to resubmittals.

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- C. Submittals and Resubmittals: Engineer will review each of Contractor's shop drawings and/or submittal data the initial time and, should resubmittal be required, one additional time to verify that reasons for resubmittal have been addressed by Contractor and corrections made. Resubmittal changes/revisions/corrections shall be circled. Engineer will review only circled items and will not be responsible for non-circled changes/revisions/corrections and additions. Should additional resubmittals be required, Contractor shall reimburse Owner for all costs incurred, including the cost of Engineer's services made necessary to review such additional resubmittals. Owner shall in turn reimburse Engineer.

1.4 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Owner retains right to reject any manufacturer.
1. Evidence of acceptable previous work on WALKER-designed projects. If none, so state.
 2. Evidence of financial stability acceptable to Engineer/Architect.
 3. Listing of 20 or more projects completed with submitted system, to include:
 - a. Name and location of project.
 - b. Type of system applied.
 - c. On-Site contact with phone number.
- B. Manufacturer's technical representative, acceptable to Engineer/Architect, shall be on site during surface preparation and initial stages of installation.
- C. Installer's Qualifications: Owner retains right to reject any manufacturer.
1. Evidence of compliance with Summary article paragraph "A single installer. . ."
 2. Evidence that installer has successfully performed or has qualified staff who have successfully performed at least 5 verifiable years of installations similar to those involved in this Contract, and minimum 10 projects with submitted system.
 3. Listing of 5 or more installations in climate and size similar to this Project performed by installer's superintendent.
- D. Testing Agency: Independent testing laboratory employed by Owner and acceptable to Engineer/Architect.
- E. Certifications:
1. Licensing/certification document from system manufacturer that confirms system installer is a licensed/certified applicator for the manufacturer and is legally licensed to perform work in the State of Illinois.
 2. Licensing/certification agreement shall include following information:
 - a. Applicator's financial responsibility for warranty burden under agreement terms.
 - b. Manufacturer's financial responsibility for warranty burden under agreement terms.

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- c. Process for dispute settlement between manufacturer and applicator in case of system failures where cause is not evident or cannot be assigned.
- d. Authorized signatures for both Applicator Company and Manufacturer.
- e. Commencement date of agreement and expiration date (if applicable).

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials to site in original, unopened containers, bearing following information:
 1. Name of product.
 2. Name of manufacturer.
 3. Date of preparation.
 4. Lot or batch number.
- B. Store materials under cover and protect from weather. Replace packages or materials showing any signs of damage with new material at no additional cost to Owner.
- C. Do not store material on slabs to be post-tensioned before final post-tensioning of slabs is accomplished. At no time shall weight of stored material being placed on slab area, after post-tensioning is completed and concrete has reached specified 28 day strength, exceed total design load of slab area. Between time final post-tensioning is accomplished and time concrete has reached specified 28 day strength, weight of stored material placed on slab area shall not exceed half total design load of slab area.

1.6 FIELD CONDITIONS

- A. Weather and Substrate Conditions: Proceed with work only when existing and forecast weather and temperature of concrete substrate will permit work in accordance with manufacturer's recommendations.

1.7 WARRANTY

- A. System Manufacturer: Furnish Owner with written total responsibility Joint and Several Warranty, detailing responsibilities of manufacturer and installer with regard to warranty requirements (Joint and Several). The warranty shall provide that system will be free of defects, water penetration and chemical damage related to system design, workmanship or material deficiency, consisting of:
 1. Any adhesive or cohesive failures.
 2. Weathering.
 3. Abrasion or tear failure resulting from normal traffic use.
- B. If material surface shows any of defects listed above, supply labor and material to repair all defective areas and to repaint all damaged line stripes.

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- C. Warranty period shall be a 1 year Joint and Several Warranty commencing with date of acceptance of work.
- D. Perform any repair under this warranty at no cost to Owner.
- E. Address the following in the terms of the Warranty: length of warranty, change in value of warranty – if any- based on length of remaining warranty period, transferability of warranty, responsibilities of each party, notification procedures, dispute resolution procedures, and limitations of liability for direct and consequential damages.
- F. Snowplows, vandalism, and abnormally abrasive maintenance equipment are not normal traffic use and are exempted from warranty.

PART 2 - PRODUCTS**2.1 MANUFACTURERS**

- A. Manufacturer: Subject to compliance with requirements, provide products of 1 of following, only where specifically named in product category:
 - 1. Master Builders Solutions (MBS), Shakopee, MN.
 - 2. Lymtal International Inc. (Lymtal), Lake Orion, MI.
 - 3. Sika Corporation (Sika), North Canton, OH.
 - 4. Sonneborn, a Division of BASF Construction Chemicals (BASF).
 - 5. Tremco (Tremco), Cleveland, OH.

2.2 MATERIALS, JOINT SEALANT SYSTEM

- A. Provide complete system of compatible materials designed by manufacturer to produce waterproof, traffic-bearing control joints as detailed on Drawings.
- B. Compounds used for sealants shall not stain masonry or concrete. Aluminum pigmented compounds not acceptable.
- C. Color of sealants shall match adjacent surfaces.
- D. Closed cell or reticulated backer rods: Acceptable products:
 - 1. "Sof Rod," Nomaco Inc., 501 NMC Drive, Zebulon, NC 27597. (800) 345-7279 ext. 341.
 - 2. "ITP Soft Type Backer Rod," Industrial Thermo Polymers Limited, 2316 Delaware Ave., Suite 216, Buffalo, NY 14216. (800) 387-3847.
 - 3. "Sonneborn Soft Type Backer Rod," Sonneborn, Minneapolis, MN.
- E. Bond breakers and fillers: as recommended by system manufacturer.
- F. Primers: as recommended by sealant manufacturer.

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- G. Acceptable sealants are listed below. Sealants shall be compatible with all other materials in this Section and related work.
- H. Acceptable polyurethane control joint sealants (traffic bearing):
 - 1. MasterSeal SL-2, MBS.
 - 2. Iso-flex 880 GB, Lymtal.
 - 3. Sikaflex-2c SL, Sika.
 - 4. THC-900/901, Vulkem 45SSL, or Vulkem 245, Tremco.
- I. Acceptable polyurethane vertical and cove joints sealants (non-traffic bearing):
 - 1. Sikaflex-2c NS, Sika.
 - 2. MasterSeal NP-2, MBS.
 - 3. Dymeric 240/240FC or THC 901 (cove only), Tremco.
 - 4. Iso-flex 881, Lymtal.
- J. Proposed Substitutions: **None** for this project. Contact Engineer/Architect for consideration for future projects.

2.3 SILICONE JOINT SEALANTS

- A. Silicone Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Single-Component Silicone Sealant:
 - 1. Approved Products:
 - a. Dow Corning Corporation; 790.
 - b. GE Silicones; SilPruf LM SCS2700.
 - c. Tremco; Spectrem 1 (Basic).
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 50.
 - 4. Use Related to Exposure: NT (nontraffic).
 - 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicted, O.
- C. Proposed Substitutions: **None** for this project. Contact Engineer/Architect for consideration for future projects

PART 3 - EXECUTION

3.1 EXAMINATION

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- A. Examine surfaces to receive Work and report immediately in writing to Engineer/Architect any deficiencies in surface which render it unsuitable for proper execution of Work.
- B. Coordinate and verify that related Work meets following requirements before beginning installation
 - 1. Concrete surfaces are finished as acceptable for system to be installed.
 - 2. Curing compounds used on concrete surfaces are compatible with system to be installed.
 - 3. Concrete surfaces have completed proper curing period for system selected.

3.2 PREPARATION

- A. Seal all openings to occupied space to prevent cleaning materials, solvents and fumes from infiltration. All protective measures and/or ventilating systems required to prevent infiltration are incidental to this Work.
- B. Correct unsatisfactory conditions before installing sealant system.
- C. Acid etching is prohibited.
- D. Grind joint edges smooth and straight with beveled grinding wheel before sealing. All surfaces to receive sealant shall be dry and thoroughly cleaned of all loose particles, laitance, dirt, dust, oil, grease or other foreign matter. Obtain written approval of method from system manufacturer before beginning cleaning.
- E. Check preparation of substrate for adhesion of sealant.
- F. Prime and seal joints and protect as required until sealant is fully cured. A primer coat is required for all systems.

3.3 INSTALLATION/APPLICATION

- A. Do all Work in strict accordance with manufacturer's written instructions and specifications including, but not limited to, moisture content of substrate, atmospheric conditions (including relative humidity and temperature), thicknesses and texture, and as shown on Drawings.
- B. Completely fill joint without sagging or smearing onto adjacent surfaces.
- C. Fill horizontal joints slightly recessed to avoid direct contact with wheel traffic.
- D. Clean off excess material and material smears adjacent to joints as work progresses using methods and materials approved by manufacturers.

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- E. Cease material installation under adverse weather conditions, or when temperatures are outside manufacturer's recommended limitations for installation, or when temperature of work area or substrate are below 40°F.

3.4 FIELD QUALITY CONTROL

- A. Contractor and Engineer/Architect will jointly determine which one of following 2 methods of sealant testing to verify sealant profile:
 - 1. Contractor, at Engineer/Architect's direction, shall cut out lesser of 1% of total lineal footage placed or total of 100 lineal ft. of joint sealant at isolated/random locations (varying from in. to ft. of material) for Engineer/Architect and Manufacturer's Representative inspection of sealant profile.
 - 2. Contractor, at Engineer/Architect's direction, shall install 3 trial joint sections of 20 ft each. Contractor shall cut out joint sections, as selected by Engineer/Architect, for Engineer/Architect and Manufacturer's Representative inspection. Additional isolated/random removals may be required where sealant appears deficient. Total cut out sealant shall not exceed lesser of 1% of total lineal footage placed or total of 100 lineal ft of joint sealant at isolated/random locations (varying from in. to ft of material) for Engineer/Architect and Manufacturer's Representative inspection of sealant profile.
- B. Repair all random joint sealant "cut out" sections at no cost to Owner.
- C. Flood test joints where shown on Drawings.
- D. Testing Agency:
 - 1. Check shore hardness per ASTM standard specified in sealant manufacturer's printed data.
 - 2. If flood test of joints required by this Section, report results to Engineer/Architect.

END OF SECTION 079233

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SECTION 099120 - PAVEMENT MARKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes surface preparation and application of paint systems for the high build, two coat systems for the items of types, patterns, sizes, and colors described in this article.
- B. Provide the following systems as shown on Drawings:
1. Parking Stall Stripes.
 2. Traffic Arrows, crosswalks, accessible stall access aisles, walkways, symbols, stop bars, words and other markings.
 3. International Symbol of Accessibility.
- C. Provide painting of curbs and curb ramps as described in the following paragraphs:
1. Paint vertical surface and the first 6 in. of the abutting horizontal surface at the top of all curbs and islands (including PARCS equipment islands) within parking facility except those which do not exceed 3'0" in width and abut a wall, spandrel panel, bumper wall guardrail or other construction (not including landscaping or equipment) which prevents passage of pedestrians.
 2. In parking areas and/or at streets and sidewalks within the project limits or constructed as part of this project, paint curb ramps (including flares), curb returns at curb ramps and any projecting elements at edges of accessible ramps without handrails. Paint curb returns at driveways and paint curb minimum of 3 ft either side of curb ramp or driveway, (or curb ramp flare length, whichever is greater) in accordance with Pavement Marking.
 3. Paint color for curbs and curb ramps shall be yellow.
- D. Proportion International Symbol of Accessibility in accordance with ICC A117.1-2009 Accessible and Usable Buildings or 2010 ADA Standards for Accessible Design.
- E. Related Work:
1. Pavement Marking Contractor shall verify compatibility with sealers, joint sealants, caulking and all other surface treatments as specified in Division 07.

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1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Provide product data as follows:
 - 1. Manufacturer's certification that the material complies with standards referenced within this Section.
 - 2. Intended paint use.
 - 3. Pigment type and content.
 - 4. Vehicle type and content.
- C. Submit list of similar projects (minimum of 5) where pavement-marking paint has been in use for a period of not less than 2 yrs.
- D. See requirements of Division 01 Section, "Submittal Procedures," Part 1 heading, "Submittal Procedures," for limits to resubmittals.
- E. See requirements of Division 01 Section, "Submittal Procedures," Part 2 heading, "Requests for Information," for RFI constraints.

1.4 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degrees F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces.

1.5 QUALITY ASSURANCE

- A. Provide written 1 year warranty to Owner that pavement markings will be free of defects due to workmanship, inadequate surface preparation, and materials including, but not limited to, fading and/or loss of markings due to abrasion, peeling, bubbling and/or delamination. Excessive delamination, peeling, bubbling or abrasion loss shall be defined as more than 15% loss of marking material within one year of substantial completion and/or occupancy of the parking area. With no additional cost to Owner, repair and/or recoat all pavement marking where defects develop or appear during warranty period and all damage to other Work due to such defects.

PART 2 - PRODUCTS

2.1 MATERIALS

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- A. Pavement marking materials shall meet Federal, State and Local environmental standards.
- B. Paint shall be manufactured and formulated from first grade raw materials and shall be free from defects or imperfections that might adversely affect product serviceability.
- C. Paints shall comply with the National Organic Compound Emission Standards for Architectural Coatings, Environmental Protection Agency, 40 CFR Part 59.
- D. The product shall not contain mercury, lead, hexavalent chromium, or halogenated solvents.

2.2 PAVEMENT MARKING PAINTS:

- A. 100% acrylic waterborne - paint shall be used for white and yellow pavement markings and shall meet requirements of MPI #70.
 - 1. All paint products shall have performance requirements of Type I and II of Federal Standard TT-P-1952E.
 - 2. Paint for special color pavement markings (blue, green, red, black) shall meet requirements of Federal Specification TT-P-1952E. Special color marking materials shall be compatible with the white and yellow pavement markings where they are layered.
 - 3. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. 7494 Yellow Chlorinated Rubber Traffic & Zone Marking Paint (Low VOC - Lead Free Yellow) by RAE Products & Chemical Corporation, Alsip, Illinois.

2.3 COLOR OF PAINT

- A. Color of paint unless noted otherwise on Contract Drawings, shall be white and shall match federal color chip 37925 and daylight directional reflectance (without glass beads) shall not be less than 84% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard 141, Method 6121.
- B. Paint color for traffic yellow, where shown on Contract Drawings or specified herein, shall match federal color chip No. 33538 commonly referred to as federal highway yellow. Color shall have daylight directional reflectance (without glass beads) of not less than 50% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard 141, Method 6121.
- C. Paint color for blue accessible parking space pavement markings, if shown on Contract Drawings, shall match federal color chip No. 35180. Color shall have daylight directional reflectance (without glass beads) of not less than 52% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard 141, Method 6121.

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- D. Paint color for green special-use parking space pavement markings, if shown on Contract Drawings, shall match federal color chip No. 34108. Color shall have daylight directional reflectance (without glass beads) of not less than 52% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard 141, Method 6121.
- E. Paint color for red special-use parking space pavement markings, if shown on Contract Drawings, shall match federal color chip No. 31136. Color shall have daylight directional reflectance (without glass beads) of not less than 52% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard 141, Method 6121.
- F. Paint color for black special-use pavement markings, if shown on Contract Drawings, shall match federal color chip No. 37038. Black paint shall also meet Federal Specification TT-P-110.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.
- D. Striping shall not be placed until full cure of concrete slab and sealer. Concrete surfaces generally require 30 to 90 days @ 70°F or higher. Sealers (other than silane) generally require 14 days @ 70°F or higher. Silane sealers require 24 hrs @ 70°F or higher. Bituminous surfaces generally require 30 days @ 45° F or higher.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Do not paint or finish any surface that is wet or damp.

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- C. Clean substrates of substances that could impair bond of paints, including dirt, dust, oil, grease, and incompatible paints and encapsulants.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Lay out all striping on each tier, using dimensions and details shown on Contract Drawings, before painting that tier. Report any discrepancies, interferences or changes in striping due to field conditions to Engineer/Architect prior to painting. Pavement Marking Contractor shall be required to remove paint, repair surface treatment and repaint stripes not applied in strict accordance with Contract Drawings.
- F. Where existing painted pavement markings and/or stripes conflict with new striping layout or must be removed due to installation which does not conform to contract requirements, remove existing paint markings, using care to avoid scarring substrate surface.
 - 1. Concrete and asphalt surfaces: Material shall be removed by methods acceptable to Engineer/Architect and cause as little damage as possible to surface texture of pavement. Methods, that can provide acceptable results, are grinding and air or shot blasting. Use of chemicals to remove pavement markings prohibited. Collect residue generated by removal of pavement markings and dispose of as required by all applicable laws and regulations. If grinding is used, lightly grind floor surface using wheel mounted floor grinder or similar equipment with positive elevation control of grinder head. For all removal techniques: On test area, demonstrate to Owner acceptable removal of paint material and control of paint removal equipment to prevent substrate scarring.
 - 2. Traffic Topping/Membrane surfaces: Remove existing pavement markings by solvent washing or high-pressure water washing. Submit letter from traffic topping/membrane manufacturer certifying that solvents and/or water pressures are acceptable for this use and will not damage material. On test area, demonstrate to Owner acceptable removal of paint material and control of paint removal equipment to prevent substrate scarring.
 - 3. Contractor shall not use paint, bituminous bond coat or other methods of covering markings to obliterate existing pavement markings.
 - 4. Material deposited on pavement as a result of removal shall be removed as work progresses. Accumulation of material, that might interfere with drainage or might constitute a hazard to traffic, prohibited.
 - 5. Curing compounds on new concrete surfaces (less than 1 yr old) shall be removed per existing pavement marking removal requirements prior to installation of new pavement markings.
- G. Work Areas:
 - 1. Store, mix and prepare paints only in areas designated by Contractor for that purpose.
 - 2. Provide clean cans and buckets required for mixing paints and for receiving rags and other waste materials associated with painting. Clean buckets regularly. At

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close of each day's Work, remove used rags and other waste materials associated with painting.

3. Take precautions to prevent fire in or around painting materials. Provide and maintain appropriate hand fire extinguisher near paint storage and mixing area.

H. Mixing:

1. Do not intermix materials of different character or different manufacturer.
2. Do not thin material except as recommended by manufacturer.

I. Disposal:

1. Contractor shall properly dispose of unused materials and containers in compliance with Federal Resource Conservation Recovery Act (RCRA) of 1976 as amended, and all other applicable laws and regulations.

3.3 APPLICATION

- A. Apply paint in 2-coat system; first coat shall be 50% of total 15 wet mil minimum thickness, not to exceed 8 mils. First coat shall be cured prior to installation of second coat. At Contractor's option, one coat may be applied before substantial completion, with a second coat delayed for 3-6 months until weather conditions are appropriate and the concrete has cured sufficiently for proper adhesion.
 1. Two coat system total wet mil thickness of 0.015 in (0.381 mm).
 2. Two coat system total wet mil thickness of 0.018 to 0.025 in (0.457 – 0.635 mm) When Type IVA beads are used.
 3. Two coat system total wet mil thickness of 0.015 to 0.018 in (0.381 – 0.457 mm) When Type IVB beads are used.
- B. Apply painting and finishing materials in accordance with manufacturer's directions. Use applications and techniques best suited for material and surfaces to which applied. Minimum air shall be used to prevent overspray. Temperature during application shall be minimum of 40° F and rising, unless manufacturer requires higher minimum temperature. Maximum relative humidity shall be as required by manufacturer.
- C. Application of beads and/or silica sand shall coincide with application of paint, but shall be done as separate operation by a suitable dispenser. Sand may be premixed with paint for application to curbs only. Glass beads and silica sand shall adhere to the cured paint or all marking operations shall cease until corrections are made.
- D. All lines shall be straight, true, and sharp without fuzzy edges, overspray or non-uniform application. Corners shall be at right angles, unless shown otherwise, with no overlaps. Line width shall be uniform (-0%, +5% from specified width). No excessive humping (more material in middle than at edges or vice versa).

3.4 APPLICATION OF TEMPORARY PAVEMENT MARKING

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- A. Temporary pavement markings shall be preformed tape, conforming to ASTM D4592, type 1, removable.
- B. Temporary pavement markings shall be applied after paving, but before being opened to traffic and parking. Markings that are improperly applied and come loose shall be replaced at Contractor's expense, as directed by Engineer/Architect.
- C. Temporary pavement markings on finished pavement surface shall be installed allowing for lateral tolerance of ± 2 in. center to center. Temporary pavement markings that are installed outside specified lateral tolerances shall be removed and replaced, as directed by Engineer/Architect, at Contractor's expense.
- D. All marking shall have width of 4 in. unless otherwise specified. Markings shall be either white or yellow per Contract Drawings.
- E. Apply and remove preformed tape per manufacturer's instructions.
- F. Remove all temporary pavement markings prior to placing permanent pavement markings.

END OF SECTION 099120

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