COLLEGE OF DUPAGE
REGULAR BOARD MEETING

BOARD APPROVAL

1. SUBJECT

Plaza Deck Rehabilitation Berg Instructional Center

2. REASON FOR CONSIDERATION

A single purchase exceeding the statutory limit of $25,000 must be approved by the Board of Trustees.

3. BACKGROUND INFORMATION

There is water leakage through two expansion joints in the plaza deck located along the south side of the Berg Instructional Center (BIC). A structural analysis determined that the deck is not able to expand properly given the existing two joints. The existing two expansion joints need replacement, along with adding eight more joints across the entire span of the concrete plaza deck. This work will allow the deck slab to accommodate the necessary expansion and differential movement to maintain structural integrity.

A legal notice for an Invitation for Bids was published on July 25, 2018 in the Daily Herald; the invitation was also posted to the College of DuPage Purchasing Website, and distributed to in-district Chambers of Commerce and to the College of DuPage Center for Entrepreneurship. Thirty-four (34) vendors were directly solicited. Twenty-eight (28) vendors downloaded the bid document. A Pre-Bid meeting was held on July 31, 2018 at 11:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). A public opening of the bids was held on August 8, 2018 at 10:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). The following individuals were in attendance: John McGarry (COD Buyer/Facilitator), Susan Castellanos (COD Buyer/Recorder), David Ditchfield (COD Chief Engineer, West Campus/Agent of the Board), and representatives from two (2) companies. Two (2) bids were received. No women/minority owned businesses submitted bids.
The recommended award is to the lowest responsible bidder. The following is a recap of the of the bid tabulation:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integral Construction, Inc.</td>
<td>$164,320</td>
</tr>
<tr>
<td>National Restoration Systems, Inc.</td>
<td>$367,240</td>
</tr>
</tbody>
</table>

**Recommended award in bold**

**Budget Status**

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>03-90-39040-5804001</td>
<td>$</td>
<td>$165,000</td>
<td>$</td>
<td>$165,000</td>
<td>$164,320</td>
</tr>
<tr>
<td><strong>BIC Plaza Deck Expansion</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FY2019 Request</strong></td>
<td><strong>$ 164,320</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*YTD Spend equals actuals plus committed as of 09/4/2018.
FY2019 Annual Budget pending board approval of the September Construction and Planning Board Report.

This purchase supports the Strategic Long Range Plan Goal #1 Accountability: Being transparent, answerable and responsible to all stakeholders, and Goal #8 Infrastructure: Maintaining, improving and developing structures systems and facilities necessary for the delivery of high quality education and meaningful cultural events.

This purchase complies with State Statute, Board Policy and Administrative Procedures.

4. **RECOMMENDATION**

That the Board awards the Plaza Deck Rehabilitation Berg Instructional Center for the College of DuPage to the lowest responsible bidder, Integral Construction, Inc., 320 Rocbaar Drive, Romeoville, IL 60446 for the total amount of $164,320.00.

**Staff Contact:**  
Brian W. Caputo, Vice President for Administration & Treasurer (CFO)  
Bruce Schmiedl, Facilities
SIGNATURE PAGE FOR

Plaza Deck Rehabilitation Berg Instructional Center

ITEM(S) ON REQUEST

That the Board awards the Plaza Deck Rehabilitation Berg Instructional Center for the College of DuPage to the lowest responsible bidder, Integral Construction, Inc., 320 Rocbaar Drive, Romeoville, IL 60446 for the total amount of $164,320.00.

BOARD CHAIR

[Signature]

9/20/18

DATE

BOARD SECRETARY

Christine M. Xenakis

9/20/18

DATE
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC</td>
<td>101 Avenue, 6th floor</td>
<td>New York</td>
<td>NY</td>
<td>10066</td>
</tr>
<tr>
<td>Alliance Concrete Sawing and Drilling</td>
<td>570 Rock Road Drive Suite N</td>
<td>East Dundee</td>
<td>IL</td>
<td>60118</td>
</tr>
<tr>
<td>Alliance Contractors, Inc</td>
<td>1166 Lake Avenue</td>
<td>Woodstock</td>
<td>IL</td>
<td>60098</td>
</tr>
<tr>
<td>Bid Ocean</td>
<td>PO Box 40445</td>
<td>Grand Junction</td>
<td>CO</td>
<td>81504</td>
</tr>
<tr>
<td>BidNet</td>
<td>15 British American Blvd</td>
<td>Albany</td>
<td>NY</td>
<td>12110</td>
</tr>
<tr>
<td>ConstructConnect</td>
<td>3825 Edwards Road, Suite 800</td>
<td>Cincinnati</td>
<td>OH</td>
<td>45209</td>
</tr>
<tr>
<td>Copenhaver Construction, Inc.</td>
<td>75 Koppie Dr</td>
<td>Gilberts</td>
<td>IL</td>
<td>60136</td>
</tr>
<tr>
<td>CT Cultural Group</td>
<td>2900 McKinley Street, NW</td>
<td>Washington</td>
<td>DC</td>
<td>20015</td>
</tr>
<tr>
<td>DataBid</td>
<td>433 Penn St</td>
<td>Newtown</td>
<td>PA</td>
<td>18940</td>
</tr>
<tr>
<td>Dodge</td>
<td>300 American Metro Blvd #185</td>
<td>Hamilton</td>
<td>NJ</td>
<td>8619</td>
</tr>
<tr>
<td>Expedia Construction</td>
<td>855 E. Golf Road, Suite 2143</td>
<td>Arlington Heights</td>
<td>IL</td>
<td>60005</td>
</tr>
<tr>
<td>Frontier Construction, Inc.</td>
<td>7615 Plaza Court</td>
<td>Willowbrook</td>
<td>IL</td>
<td>60527</td>
</tr>
<tr>
<td>GoliathTech of St. Louis</td>
<td>129 Hayden Dr.</td>
<td>Columbia</td>
<td>IL</td>
<td>62236</td>
</tr>
<tr>
<td>Integral Construction Inc.</td>
<td>320 Rocbaar Dr.</td>
<td>Romeoville</td>
<td>IL</td>
<td>60446</td>
</tr>
<tr>
<td>K. M. Holly Construction Co</td>
<td>9218 walnut lane</td>
<td>Tinley Park</td>
<td>IL</td>
<td>60487</td>
</tr>
<tr>
<td>K-Three Welding Services Inc.</td>
<td>814 w, 120 ST.</td>
<td>Chicago</td>
<td>IL</td>
<td>60643</td>
</tr>
<tr>
<td>Martam Construction</td>
<td>1200 Gasket Drive</td>
<td>Elgin</td>
<td>IL</td>
<td>60120</td>
</tr>
<tr>
<td>National Restoration Systems, Inc.</td>
<td>1500 Hicks Rd Ste 200</td>
<td>Rolling Meadows</td>
<td>IL</td>
<td>60008</td>
</tr>
<tr>
<td>North America Procurement Council</td>
<td>3505 N. 12th Street</td>
<td>Grand Junction</td>
<td>CO</td>
<td>81506</td>
</tr>
<tr>
<td>Onvia</td>
<td>509 Olive Way</td>
<td>Seattle</td>
<td>WA</td>
<td>98101</td>
</tr>
<tr>
<td>Prime Vendor</td>
<td>4622 Cedar Ave</td>
<td>Wilmington</td>
<td>NC</td>
<td>28403</td>
</tr>
<tr>
<td>Soft</td>
<td>Americ</td>
<td>HONDA</td>
<td>Aij</td>
<td>50000</td>
</tr>
<tr>
<td>The Blue Book</td>
<td>800 E Main St</td>
<td>Jefferson Valley</td>
<td>NY</td>
<td>10535</td>
</tr>
<tr>
<td>Visual Infomedia</td>
<td>Coimbatore</td>
<td>Coimbatore</td>
<td>TN</td>
<td>64112</td>
</tr>
</tbody>
</table>
This addendum is being issued to update the specifications and provide additional information. This information becomes part of the Bid/RFP Documents upon receipt. Please review and incorporate into your Bid/Proposal accordingly.

**For which Bids are scheduled to be received on August 8, 2018 no later than 10:00 a.m., Central Time.**

Bids will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, **Room 1B03**, 425 Fawell Blvd., Glen Ellyn, IL 60137.

The signed Addendum acknowledgment is required to be returned with your Bid no later than the due date set forth for this Invitation to Bid.

Below are clarifications to this bid:

**Section I. General questions and responses:**

**Question #1:** Is the space below the deck occupied?

**Response #1:** Yes

**Question #2:** Where will the contractor have accessibility from?

**Response #2:** Ramp on the east side of the Seaton Computing Center (SCC) leading up to the BIC Plaza Deck. This location is on the west side of the BIC Plaza Deck.

**Question #3:** Can a vehicle be driven on the access ramp?
Response #3: The accessible ramp has handrails and sprinklers adjacent to the concrete ramp. Do not use a full size car/truck. A buggy or ATV is preferred.

Question #4: Does the project have an estimated budget?

Response #4: Yes, an approved budget has been established.

Question #5: Has a start date for the project been established?

Response #5: Immediately upon COD Board Approval

Question #6: Is there a project manager assigned to the project:

Response #6: Yes, Facilities PM C. Wosachlo
This signed Addendum is required to be returned with your Bid no later than the due date set forth for this Invitation to Bid. If you have already submitted your Bid, please submit this signed form via email to purchasing@cod.edu.

You can submit this completed addendum to the Purchasing Office by one of the means below:

All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.

ACKNOWLEDGMENT
You can submit this completed addendum to the Purchasing Office by one of the means below:

1. If you have not yet submitted your bid, please sign this addendum and include with your sealed bid.
2. If you have already submitted your bid, please sign and return to the Purchasing office via email at purchasing@cod.edu no later than the scheduled bid deadline. We will make sure it accompanies your bid.

You also have the option of withdrawing your proposal, if necessary.

ACKNOWLEDGEMENT:

I HAVE RECEIVED THIS ADDENDUM #_______
BIDDER: _____________________

COMMUNITY COLLEGE DISTRICT NO. 502

BID NUMBER: 2019-B0007

PLAZA DECK REHABILITATION COLLEGE OF DUPAGE BERG INSTRUCTIONAL CENTER

BIDS DUE: WEDNESDAY, AUGUST 8, 2018 AT 10:00 A.M. CENTRAL TIME

In the event of College closure due to inclement weather, bid deadline will be extended to the next business day at the same time.

RETURN BIDS TO: COLLEGE OF DUPAGE
PURCHASING DEPARTMENT
BIC BUILDING, ROOM 1B03
425 FAWELL BLVD.
GLEN ELLYN, ILLINOIS  60137

Issue Date: July 25, 2018

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT
INVITATION FOR BID

Sealed bids for Plaza Deck Rehabilitation College of DuPage Berg Instructional Center will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137, until 10:00 a.m. Central Time, Wednesday, August 8, 2018, at which time they will be publicly opened. In the event of College closure due to inclement weather, bid deadline will be extended to the next business day at the same time.

A pre-bid meeting has been scheduled for Tuesday, July 31, 2018 at 11:00 a.m. in the Purchasing Office, BIC 1B03 at 425 Fawell Blvd., Glen Ellyn, IL. 60137. A site visit will immediately follow. The pre-bid conference is not mandatory, but highly recommended.

Any bid received after the date and time stated above will be returned unopened. College of DuPage shall not be responsible for bids that are not received at the specific office location indicated above by the stated deadline. Failure by a delivery service company or person to meet the deadline will not excuse the Respondent from the deadline requirement. It is solely, the bidder’s responsibility, to ensure that adequate time is allowed for timely and accurate delivery.

Prices offered shall be F.O.B. Destination, College of DuPage, 425 Fawell Blvd., Glen Ellyn, IL 60137. Prices must be firm. No bids will be accepted on the basis of a price prevailing at the time of shipment.

The award(s) of the contract will be made to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. Brand or trade names in bid specifications are used for identification purpose only.

Respondents may download the Bid in addition to any future addenda from the College’s Purchasing website at the following URL address: http://cod.edu/about/purchasing/requests/index.aspx.

No bid shall be withdrawn for a period of ninety (90) days after the bid opening date without the consent of the College.
LEGAL NOTICE

BID NOTICE

No. 2019-B0007

The College of DuPage is accepting sealed bids for Plaza Deck Rehabilitation for the College of DuPage Berg Instructional Center. Bid documents may be downloaded from the Purchasing Website at www.cod.edu/about/purchasing/requests by clicking on the link for this bid and following the instructions.

Bids are due to the College of DuPage Purchasing Department in the Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137 up to and no later than 10:00 a.m. Central Time, Wednesday, August 8, 2018, at which time they will publicly opened.

A Bid Security in the form of a bid bond, cashier’s check or certified check in the amount of 10% of the total base bid is required for this project.

A pre-bid conference and site visit is scheduled for Tuesday, July 31, 2018 at 11:00 a.m. in the Purchasing Office, BIC 1B03 at 425 Fawell Blvd, Glen Ellyn Il 60137. A site visit will immediately follow. The pre-bid conference is not mandatory, but highly recommended.

The College of DuPage is committed to the economic development of disadvantaged business enterprises; qualified Minority, Women, and Persons with Disabilities Owned Businesses are highly encouraged to participate

College of DuPage Board of Trustees Reserves the right to reject any and all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.
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BID SUBMISSION CHECKLIST
Things to Remember When Submitting a Response to an Invitation to Bid for the College of DuPage

1. ☐ Read the entire document. In your review, note critical items such as: blackout period, required goods and services, submittal dates, submission requirements, etc.

2. ☐ Note the contact information provided. The Purchasing Office Buyer at purchasing@cod.edu is the single point of contact for this Invitation to Bid and is the only person with whom you are allowed to communicate regarding this bid. This person is an excellent source of information for any questions you may have.

3. ☐ Take advantage of the “question and answer” period. Submit your questions to the Purchasing Department by the date in the Invitation to Bid and view the answers given in the formal addenda issued for the Invitation to Bid. All addenda issued for an Invitation to Bid will be emailed to each company that downloaded the bid documents and will include all questions asked and answered concerning the Invitation to Bid. Please ensure when downloading the bid documents, you use a valid email address.

4. ☐ Do not alter, add to, or delete part of the Bid documents without prior approval. Please refer to the section titled Exceptions for instruction on how to request a deviation to the original Invitation to Bid.

5. ☐ Ensure all Addenda are signed. Before submitting your response, check the College Purchasing website at http://www.cod.edu/about/purchasing/requests/index.aspx to see whether any addenda were issued for this Bid request. If so, you must submit a signed copy of the addenda along with your bid response.

6. ☐ Review and read the bid document again to make sure you have addressed all requirements.
*Your original response and the requested electronic copy (flash drive) must be identical and be complete.
*Bids will not be accepted if Sections 6, 7, and 8 are not completed. (Please note there are two (2) signature lines in Section 8 that must be signed.)
*If your company is a Certified Women-Owned, Minority-owned, or Persons with Disability-owned business, please include a copy of any and all certifications.

7. ☐ Submit your response on time. Note the date and time listed on the front page of the Invitation to Bid and be sure to submit all required items on time. Late responses will not be accepted and will be returned, unopened. Ensure the box (s) containing your proposal is appropriately labeled. Please allow adequate time for delivery to the Purchasing Department.

8. ☐ Important dates to know:

- Bid Publication Date – 7/25/18
- Pre-Bid Meeting – 7/31/18 at 11:00 a.m. Central Time
- Questions Due – 8/1/18 by 12:00 p.m. Central Time
- Bids Due – 8/8/18 at 10:00 a.m. Central Time
- Target Board Approval Date – 8/16/18
1.0 GENERAL INFORMATION

1.1 DEFINITIONS

A. BIDDER shall mean the individual or business entity submitting a Bid to supply any or all of the services or goods required by the Bid Documents.

B. BID shall mean the Bid Documents as completed by the Bidder which constitutes the Bidder’s offer.

C. CONTRACT shall mean the agreement between the College and Contractor as set forth in the Bid Documents and as awarded by the College of DuPage Board of Trustees.

D. BID DOCUMENTS shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, and Addenda, if any, Bid, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.

E. CONTRACTOR shall mean the individual or business entity submitting a Bid and to whom the College of DuPage Board of Trustees awards the Contract.

F. COLLEGE shall mean the College of DuPage, Community College District No. 502, a body politic and corporate of the State of Illinois.

G. DIRECTOR shall mean the person or persons authorized by the College to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the College to pay additional sums beyond the amount of the Contract awarded by the College of DuPage Board of Trustees.

H. PURCHASING MANAGER shall mean the Purchasing Manager of the College of DuPage.

I. SPECIFICATIONS shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Bid Documents.

1.2 BIDS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING

The College will not entertain or consider any Bid responses: (i) received after the exact time specified in the legal advertisements; (ii) not accompanied by the required bid deposit/bond, if required; or (iii) in any other way failing to comply fully with the conditions stated in the legal advertisement.

1.3 COMPLIANCE

Submissions under this Invitation to Bid shall be for items at least equal to or better than the quality and performance characteristics stated herein. The burden of proof that product and services meet specifications shall be documented by the bidder and be provided as part of the submitted bid. Failure to provide complete documentation of the product compliance with specifications required may result in bid rejection.

1.4 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This Contract is a competitively bid public contract of the College of DuPage subject to laws and ordinances governing public contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State and other local government agencies which may in any manner affect the preparation of the Bid or the performance of the Contract. If the Bidder observes that any of the Bid Documents are at variance therewith, it shall promptly notify the Purchasing Manager in writing and necessary changes shall be effected by appropriate modification.

1.5 REGULATIONS
The Contractor or Subcontractor, warrants that they are familiar with and they shall comply with all Federal, State, and Local Laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract, including, without limitation, Workmen’s Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and regulations with respect to use of explosives. No plea of misunderstanding or ignorance thereof will be considered. Whenever required, the Contractor, or Subcontractor, shall furnish the college with satisfactory proof of compliance with said Federal, State and Local Laws, statutes, ordinances, rules, regulations, orders, and decrees.

1.6 BID MODIFICATIONS

Unless indicated, it is understood that bids are in strict accordance with specification requirements. Bids shall be deemed final, conclusive, and irrevocable. No bid shall be subject to correction or amendment for any error or miscalculation. Bid prices shall include cost of materials as specified, any applicable discounts and shipping. Installation costs shall be included only when indicated on page one. Installation shall include, but is not limited to, all assembly required, setting in place, and mounting all materials at various campus locations.

1.7 PRICES FIRM

All prices quoted in the Bid shall be firm and will not be subject to increase during the term of the Contract awarded to the Contractor, except as otherwise provided in the Bid Documents.

1.8 AWARD OF CONTRACT

The award of the contract will be made within ninety (90) calendar days after the opening of bids to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. The successful bidder will be notified by electronic mail that their bid has been accepted and that they have been awarded the contract. Notification will also be posted on the College’s Purchasing website at http://www.cod.edu/about/purchasing/. Failure to execute performance as per accepted bid may result in legal action by the College of DuPage to recover damages.

If a contract is not awarded within ninety (90) days after the opening of bids, a bidder may file a written request with the Purchasing Manager for the withdrawal of their bid and the Purchasing Manager will permit such withdrawal.

The bid security (if required) of all except the three (3) low bidders will be returned promptly after the bids have been checked, tabulated, and the relation of the bids established. Bid security of the three (3) lowest bidders, if required in legal notice, will be returned as soon as the contract and the bond of the successful bidder have been promptly executed and approved. If contracts cannot be awarded promptly, the College may permit the three (3) lowest bidders to substitute bid bonds for bank cashier’s checks, bank drafts or certified checks submitted with their bids. Bid bonds executed by corporate surety companies shall be satisfactory to the Owner, but such substitution shall not be made until a period of fifteen (15) days has elapsed after the date of opening of bids and bond forms furnished by the College shall be used.

1.9 CONSIDERATION OF BIDS

The College reserves the right to reject or accept any or all Bid responses, to extend the bidding period, to waive technicalities in the documents and/or to direct that the project be abandoned or rebid prior to award of the Contract.

1.10 COMPETENCY OF BIDDER

No Bid will be accepted from or Contract awarded to a Bidder that is in arrears or is in default to the College upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said College, or has failed to perform faithfully any previous contract with the College.
1.11 **BIDDER WARRANTIES**

The submission of a Bid shall constitute a warranty that: (i) Bidder has carefully and thoroughly reviewed the Bid Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Bidder and all workers and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Bid Documents; and (iii) neither the Bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the College, or any of the College’s employees, agents, or consultants, in preparing the Bid.

1.12 **PAYMENT TERMS**

All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid to the contractor within sixty (60) days of receipt of properly submitted invoices, in accordance with the Local Government Prompt Payment Act.

1.13 **PAYMENT REMITTANCE**

All College vendors are required to receive payment from the College via an Automated Clearing House (ACH) transfer. Instructions to register for ACH payments will be sent, upon request, to successful bidders. Failure to comply with the ACH requirements may result in termination of the contract or purchase order. College ACH transfers typically occur the third week of each month. Invoices must be received at least 3 weeks prior to each ACH payment release. You are strongly encouraged to set up your account upon notice of award to avoid a delay payment.

1.14 **CASH BILLING DISCOUNTS**

Cash billing or percentage discounts for payment will not be considered in evaluating Bids.

1.15 **LOCAL BUSINESS PREFERENCE**

When two (2) or more responsible bidders submit the same low bid, the contract award will be determined by drawing lots in a public meeting unless one bidder is a local bidder within the District boundaries and one is a non-local bidder, in which event the local bidder will be awarded the contract.

1.16 **EQUAL EMPLOYMENT OPPORTUNITY**

In the hiring of employees for the performance of work under the Contract and any subcontract thereunder, no Contractor or Subcontractor shall, by reason of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation discriminate against any citizen of the United States, in the employment of Labor or workers, who are qualified and available to perform work to which the employment is related. Neither shall any Contractor or Subcontractor, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation.

1.17 **TAX EXEMPTION**

College of DuPage District #502 is exempt from Federal, State and Municipal taxes. Exemption certificates will be furnished upon request.

1.18 **HOLD HARMLESS CLAUSE**

Contractor shall indemnify, hold harmless and defend the College of DuPage, its officers, trustees, agents, servants, and employees, from and against any and all claims, lawsuits, demands, liabilities, and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or
death arising out of or connected with Contractor’s performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the College of DuPage.

“Contractors performance” includes Contractor’s action or inaction and the action or inaction of Contractor’s officers, employees, agents and Subcontractors.

1.19 CONTRACTORS LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the College. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers’ compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

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<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
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<tbody>
<tr>
<td>Commercial General Liability including:</td>
<td>Combined Single Limit Per Occurrence/Aggregate</td>
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<tr>
<td>1. Premises – Operations</td>
<td>$1,000,000 / $2,000,000</td>
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<td>2. Explosion, Underground and Collapse Hazard</td>
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<td>3. Products/Completed Operations</td>
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<td>4. Contractual Insurance</td>
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<td>5. Broad Form Property Damage</td>
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<td>6. Independent Contractors</td>
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<td>7. Bodily Injury</td>
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<tr>
<td>Automobile Liability</td>
<td>$1,000,000 / $2,000,000</td>
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<tr>
<td>Owned, Non-owned, or Rented</td>
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<tr>
<td>Workers’ Compensation and Employers’ Liability</td>
<td>As Required by Applicable Laws</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>If Performance Specifications are Required by the Contract</td>
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1.20 PREVAILING WAGE ACT

When applicable, and as a condition of receiving payment, Contractor must pay its employees prevailing wages in the locality in which the work is to be performed as establish for Public Works (construction and maintenance of a public work) prevailing wage and other requirements under Contract for Public Workers 820 ILCS 130/4. When required by the College Contractor shall provide a copy of the certified payroll on request. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements.

The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department’s official website: [http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx](http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx). The College of DuPage has adopted the resolution regarding the prevailing wage rates for DuPage County in accordance with Illinois Prevailing Wage Act and are available the College’s website: [http://www.cod.edu/about/purchasing/illinois_prevailing_wage_act.aspx](http://www.cod.edu/about/purchasing/illinois_prevailing_wage_act.aspx).

1.21 BUSINESS ENTERPRISE PROGRAM
The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College of DuPage, including minorities, females, and persons with disabilities owned business enterprises. The College is committed to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act (“Act”), 30 ILCS 575.
2.0 INSTRUCTIONS TO BIDDERS

2.1 OUTSIDE DOCUMENT DISCLAIMER

The College of DuPage cannot warrant, represent, or guarantee the accuracy or completeness of documents which have not been obtained directly from the College. If you have obtained these documents from a third party source, the College is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any third party bid documents.

To obtain official documents, please visit: https://www.cod.edu/about/purchasing/requests/index.aspx. Click on the link for this project, and follow the prompts to enter your information onto our vendor list and download the original documents. This will ensure your contact information is registered on our vendor list, and we can send you any addenda that may be issued. This website is the only official website for prospective bidders to obtain digital copies of bid documents. It is the responsibility of each prospective bidder to verify the completeness of their printed bid documents before submitting a bid and accompanying executed addenda acknowledgement, and other required forms.

2.2 BLACKOUT PERIOD

Under no circumstances are respondents to contact or discuss this Invitation to Bid, or any of the information contained herein or about this project in general, with any College of DuPage trustee, employee, vendor, contractor or subcontractor, other than using the methods outlined in this bid. Respondents are strictly forbidden from visiting the College’s locations or approaching any College trustee, employee, vendor, contractor or subcontractor for any information related to this Invitation to Bid or this project without the direct knowledge and authorization in writing in advance from the Purchasing Manager or Buyer. Violation of these provisions may subject the respondent to immediate disqualification.

Initial your understanding of this requirement____________________

2.3 REQUESTS FOR INFORMATION/CLARIFICATION

If any firm submitting a bid for this project is in doubt as to the true meaning of the specifications or other documents or any part thereof, bidder shall request clarification from the Purchasing Department. Questions must be submitted in writing and be directed via email to the Purchasing Department at purchasing@cod.edu no later than August 1, 2018 at 12:00 p.m. Central Time. Questions for which answers are provided will be communicated to all registered recipients of bid documents via addendum. All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.

2.4 PRE-BID MEETING

The College will hold a Pre-Bid Meeting at the College of DuPage, Glen Ellyn Campus, 425 Fawell Blvd, Berg Instructional Center, Room 1B03A, Glen Ellyn, IL at 11:00 a.m. Central Time on Tuesday, July 31, 2018. All parties interested in responding to the BID are urged to attend in person. The College will clarify the objectives of the BID and answer questions during the Pre-Bid Meeting.

2.5 BID DEADLINE AND SUBMISSION

To be assured of consideration, Bids must be received by the College of DuPage in the College’s in Purchasing Department, BIC-1B03, no later than 10:00 a.m. Central Time on Wednesday, August 8, 2018. Failure by a delivery service company or person to meet the deadline will not excuse the Bidder from the deadline requirement. It is solely the Bidder’s responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Bid is received as required.

All Bidders shall submit:
    One (1) sealed original copy of the Bid and one flash drive containing all completed documents

Bids must be in a sealed envelope and delivered to:
Bids must be received by the date and hour of the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, Bid Notice Number, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement. Unless otherwise stated, all blank spaces on the bid forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid.

2.6 EXCEPTIONS

If any Respondent intends to take any deviations or exceptions from the specifications or other bid documents, Respondent shall submit to the Purchasing Manager a written request for a deviation or exception at least 5 business days prior to the date and time of advertised bid opening date. If the Purchasing Manager considers such deviation or exception acceptable, the Purchasing Manager shall issue an Addendum setting forth such deviation or exception from the specifications or other which shall be applicable to all Respondents submitting a response.

If no Addendum is issued by the Purchasing Manager/Buyer, then such deviation or exception shall be deemed rejected.

The College may reject any response containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be e-mailed or delivered to each Respondent receiving a set of such bid documents. Respondent shall acknowledge receipt of each Addendum issued in the space provided on the bid form or via a signed addendum. Failure to acknowledge receipt of addenda may result in disqualification of the bid. All written requests for deviations or exceptions shall be sent to purchasing@cod.edu.

Initial understanding of this requirement: _____________________

2.7 ERROR IN BID

Where a bidder claims to have made a mistake, such mistake must be called to the attention of the Purchasing Manager within twenty-four (24) hours after the opening of bids. Within forty-eight (48) hours of the bid opening, bidder shall submit to the College's designated Purchasing Manager original documentary evidence and a detailed explanation of how the mistake was made. Failure to conform to this requirement precludes the bidder from withdrawing its bid based upon a bid mistake. If such notice, proof and explanations have been tendered, and the Purchasing Manager is convinced that a bona fide mistake has been made, the Purchasing Manager may recommend to the Board of Trustees that the bidder be allowed to withdraw its bid and recommend that the bid be awarded to the next lowest responsible, responsive bidder. If the Board determines by majority vote, that the bidder has made a bona fide error, no award will be made upon such bid and the bid security will be returned.

2.8 WITHDRAWAL OF BIDS

Bidders may withdraw their Bids at any time prior to the time specified in the legal advertisement as the date and hour set for the Bid Opening. However, no Bidder shall withdraw, cancel or modify its Bid response for a period of ninety (90) calendar days after said advertised Bid Opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the College’s Purchasing Department. Bidders must make their own arrangements for the return of their Bid.

2.9 NOTICES
All communications and notices between the College and Bidders regarding the Bid Documents shall be in writing and hand delivered or delivered via United States mail, postage prepaid, or via email. Notices to the Bidders shall be addressed to the name and address or email address provided by the Bidders; notices to the Purchasing Manager shall be addressed to Purchasing Department, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137, or purchasing@cod.edu.

2.10 BID DEPOSIT

When required in the legal advertisement, the Bid shall be accompanied by cashier's check, certified check or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Bid Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the College of DuPage. The Surety issuing the bond must have a general rating of "A", and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid and such Bid shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the College as liquidated damages and not as penalty in the event Bidder fails to comply with the terms of this invitation to bid, or otherwise fails or refuses to honor the Bid upon award of the Contract by the College.

The bid deposit of all bidders will be returned, with the exception of the winning Contractor, after the College has awarded the Contract. The bid deposit of the Contractor will be returned after the Contract has been awarded and the Contractor has submitted all insurance documentation and the Performance and Payment Bond, as required by the Bid Documents.

*This project requires a bid deposit in the amount of 10% of the total base bid.

2.11 PERFORMANCE AND PAYMENT BOND

The successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract on the College Bid Form, a specimen of which is provided herein. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the College may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and the Contract may be terminated. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the College will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

END OF SECTION
3.0 BID SPECIFICATIONS

Scope of Work – Plaza Deck Rehabilitation College of DuPage Berg Instructional Center Project

Repair structural expansion joint at the College of DuPage Berg Instructional Center.

*SEE “EXHIBIT A” PROJECT MANUAL AND EXHIBIT B FOR COMPLETE PROJECT DETAILS

END OF SECTION
The below prices include all stipulations and requirements of Addenda No. _____

Proposes to furnish all labor, materials, equipment and services as required to satisfactorily complete all work described here in as required for the construction and completion of the project where bid below.

<table>
<thead>
<tr>
<th>Plaza Deck Rehabilitation College of DuPage Berg Instructional Center</th>
<th>Total Base Bid $</th>
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Comments:

Submitted by: _________________________________________(printed)

Submitted by: __________________________________________(signed)

END OF SECTION
STATE OF ILLINOIS
BUSINESS ENTERPRISE PROGRAM
MINORITIES, FEMALES, PERSONS WITH DISABILITY
PARTICIPATION AND UTILIZATION PLAN

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (BEP) establishes a goal for community colleges contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE/ also referred to as WBE), or persons with disabilities (PDBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

Contract Goal to be Achieved by Vendor: This solicitation includes an aspirational BEP participation goal of 20% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

The BEP participation goal is applicable to all bids or offers. In addition to the award criteria established for this solicitation, the College will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendors. If Vendor is an MBE and FBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendors is required; however, Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.

Following are guidelines for Vendor’s completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor’s proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor. Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College’s sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties’ contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.

2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may
request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. The contract will not be awarded to Vendor unless Vendor’s Utilization Plan is approved by the College.

3. **BEP Certified Vendor Locator References:** Vendor may consult CMS’ BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms must be certified with CMS as BEP certified vendors at the time of bid or offer.

4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.

5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

   5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.

   5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**

   5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:

   5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
5.3.2 The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor’s trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

5.3.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.4 BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

5.5 A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

5.5.1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

5.5.2 A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.

5.6 A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. Good Faith Effort Procedures: Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid.
or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor’s compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

7.1. The Utilization Plan may not be amended after contract execution without the College’s prior written approval.

7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor’s own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.

7.3. If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.

7.4. Where Vendor has established the basis for the substitution to the College’s satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-BEP certified vendor or Vendor may perform the work.

7.5. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.

7.6. A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor’s receipt of the College’s approval for the substitution or other change.

7.7. Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any
municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.

7.8. The College will periodically review Vendor’s compliance with these provisions and the terms of its contract. Without limitation, Vendor’s failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

7.9. The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor’s contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.
UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted with Proposal.

________________________________________ (Vendor) submits the following Utilization Plan as part

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation

section of the solicitation for Plaza Deck Rehabilitation College of DuPage Berg Instructional Center, Bid

Number 2019-B0007. We understand that all subcontractors must be certified with the CMS BEP Program

at the time of submission of all bids and offers. We understand that compliance with this section is an

essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor submits the following statement:

☐ Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.

☐ Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and

submits the attached executed Letter(s) of Intent; or

☐ Vendor has made good faith efforts towards meeting the entire goal as indicated on the

attached Utilization Plan, or a portion of the goal, and hereby requests a waiver (complete

checklist below).

Vendor’s person responsible for compliance with this BEP goal:

Name: _______________________________  Title: _______________________________

Telephone: ___________________________  Email: _____________________________
DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the vendor must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor’s Demonstration of Good Faith Efforts and Request for Waiver. Please check the actions which you completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the vendor’s efforts as described below.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.

- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.

- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.

- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.

- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.

- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
6.0 CERTIFICATIONS **Required**

IMPORTANT: All bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COLLEGE LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12. Yes______ No ______

B. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq.

C. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.

D. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).

E. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq.

F. Fair Employment Practice: Company is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations. Yes______ No ______


H. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33-E-4 of Public Act 86-150, 720ICLS 5 with regards to bid rigging/bid rotating. Yes_____ No ______

I. When required by law, the bidder and all bidder’s subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

ADVICE

A. MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES_____ NO_____. If yes, please attach copy of certification and advise certification number and expiration date below:

Name of Certifying Entity: ____________________________________________________

Certification #: _____________________________ Expiration Date: __________________

B. STATE NEGOTIATED COOPERATIVE AGREEMENT: YES _____ NO ______ Contract No. ______________

Signature
Respondent/Company Official: _____________________________ Date: ___________________
7.0 SIGNATURE PAGE **Required**

IMPORTANT: All bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

Check One:

☐ SOLE PROPRIETOR  ☐ PARTNERSHIP (and/or JOINT VENTURE)  ☐ LIMITED LIABILITY COMPANY

☐ CORPORATION

The undersigned acknowledges receipt of a full set of Bid Documents and Addenda Numbers __________________ (None unless indicated here). All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.

The undersigned makes the foregoing Bid subject to all of the terms and conditions of the Bid Documents. The undersigned certifies that all of the foregoing statements of the Vendor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid are true and correct. Upon award and execution of this Contract by the College of DuPage Board of Trustees, the undersigned agrees that execution of this Bid shall stand as the undersigned’s execution of this Contract.

BUSINESS NAME:_________________________________________________________________________
BUSINESS ADDRESS:_____________________________________________________________________

BUSINESS TELEPHONE:_________________________ FAX NUMBER:_________________________
EMAIL ADDRESS:_______________________________________________________________________
CELLULAR TELEPHONE NUMBER:_____________________________________________________
FEIN/SSN:_____________________________________________________________________________

AUTHORIZED SIGNATURE:_____________________________________________________________________

PRINT NAME: ____________________________________________________________________________
TITLE: _________________________________________________________________________________
DATE: _______________________

Subscribed to and sworn before me this

____________ Day of _________________, 2018. My commission expires: _______________

X____________________________________________________________________________________

Notary Public Signature   Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

** If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

*** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

*** If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

***** In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, a resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.
8.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM **Required**

**IMPORTANT:** All bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

BID #: ____________________________ DATE: _______________________

**CONFLICT OF INTEREST DISCLOSURE**

College of DuPage (COD) reserves the right, at its sole discretion, to reject any and all bids, revise the submission timeline as described in the solicitation, and to discontinue at any time the submission process as described in the solicitation. College of DuPage is requiring that any and all relationships with the College, its Administrators, Trustees, Committee members, COD Foundation Trustees, or any other Employee of the College be disclosed in writing as a part of any bid submitted. Contact with any employee of the College of DuPage during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the Bid/RFP process.

**VENDOR CONFLICT OF INTEREST DISCLOSURE**

Define the relationship with any College of DuPage Administrator, Trustee, Employee, COD Foundation Board member, Committee member, or their immediate family member, with which your company or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

Vendor certifies that there is no known conflict of interest with any COD Administrator, Employee, Trustee, Committee member, or COD Foundation Trustee, or their immediate family.

Vendor Printed Name: ____________________________ Title: _________________________________

Signature: ________________________________________ Date: __________________

**NON-COLLUSION STATEMENT**

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been Communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Owners/Principal(s)

Company Name: ______________________________ Name(s)/Title(s): ____________________________

Vendor Address: ______________________________ City, State, Zip: ____________________________

Phone Number: ______________________________ Fax Number: ______________________________

Email Address: ______________________________

Signature

Bidder/Company Official: ___________________________ Date: _______________________
PROJECT DIRECTORY

PROJECT NAME: Plaza Deck Rehabilitation
College of DuPage Berg Instructional Center

LOCATION: 425 Fawell Boulevard
Glen Ellyn, Illinois 60137

OWNER: College of DuPage
425 Fawell Boulevard
Glen Ellyn, Illinois 60137

ENGINEER: Building Technology Consultants, Inc. (BTC)
1845 East Rand Road, Suite L-100
Arlington Heights, Illinois 60004

Project Manager: Joshua J. Summers
Direct: (847) 454-8812
Main: (847) 454-8800
Fax: (847) 454-8801
E-mail: jsummers@btc.expert

END OF PROJECT DIRECTORY
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- 01 25 13 Product Substitution Procedures
- 01 26 00 Contract Modification Procedures
- 01 29 73 Schedule of Values
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- 01 50 00 Temporary Facilities and Controls
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- 03 30 00 Cast-In-Place Concrete

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- 05 50 00 Metal Fabrications

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- 07 14 13 Hot Fluid-Applied Waterproofing
- 07 92 00 Joint Sealants
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LIST OF DRAWING SHEETS

The following Drawings are a component part of Contract Documents:

Sheet AR-000  Cover Sheet and Notes
Sheet AR-001  Scope of Work Notes
Sheet AR-101  Plaza Deck Overall Plan
Sheet AR-102  Partial Plaza Deck Plans
Sheet AR-103  Partial Plaza Deck Plans
Sheet AR-501  Details
Sheet AR-502  Details
Sheet AR-503  Details
Sheet AR-504  Details

END OF SECTION
SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 DESCRIPTION

A. This project is entitled, "Plaza Deck Rehabilitation, College of DuPage Berg Instructional Center."

B. The project is located at 425 Fawell Boulevard, Glen Ellyn, Illinois.

C. Existing Conditions

1. The Berg Instructional Center is a 4-story building completed in 1974. The building includes laboratories, workshops, faculty and department offices, conference rooms, and classrooms. Along the south elevation of the building is a 30-foot wide plaza deck over occupied spaces. The plaza surface slopes from the face of the building towards the south. The plaza deck includes 2 expansion joints at approximately the 1/3 points along the length of the plaza deck, aligning with the expansion joint locations in the building frame.

2. In 2011, renovation of the building was completed. This included renovation of the plaza deck. At that time, existing materials were removed down to the concrete structural slab. The new plaza deck assembly included a tapered concrete filler slab over the existing structural slab, a fluid-applied waterproofing membrane, rigid insulation, and a concrete topping slab. In addition, new expansion joint assemblies were installed.

3. Water leakage through the plaza deck expansion joints has been an ongoing problem since renovation was completed. A recent investigation indicated that the installed expansion joints were not adequately sized to accommodate expansion and contraction of the plaza deck topping slab. As such, this expansion and contraction resulted in damage to the expansion joints and interior water leakage.

1.02 SCOPE OF WORK

A. Base Bid includes, but is not necessarily limited to, the following:
1. Provide general conditions including supervision, project management, coordination with Owner, preconstruction surveys, insurance, attendance at meetings, temporary facilities and controls (i.e., protection, safety provisions including overhead canopies, field office, portable toilets, traffic control, fencing, temporary lighting, temporary power, access to work areas including scaffolding and associated engineering costs, equipment, temporary enclosures and weather protection, temporary heating and ventilation for work areas including gas/electrical power, daily clean-up, etc.), permits, inspection fees required by authorities having jurisdiction and manufacturers, quality control testing required by Specifications, debris removal and disposal, transportation, etc. Costs associated with access to work areas, including scaffolding, shall be included in unit costs or lump sum costs for individual work items listed below.

2. Mobilize to site.

3. Repair existing plaza deck expansion joints. Work shall include, but not necessarily be limited to:
   
   a. Carefully move planter to location outside of immediate work area.

   b. Carefully remove and properly dispose of existing concrete topping slab on each side of expansion joints, to extents shown on Drawings. Use removal means and methods necessary to avoid damage to underlying waterproofing membrane and steel railing connections along south side of plaza deck. Shore railings as necessary.

   c. Carefully remove and properly dispose of existing drainage mat, insulation, and waterproofing membrane protection courses, to extents shown on Drawings. Use removal means and methods necessary to avoid damage to underlying waterproofing membrane.

   d. Carefully remove existing granite cladding panels at base of vertical building wall, to extents necessary for installation of new expansion joint. Mark panels and store for re-installation. Protect granite panels from damage during removal, transportation, storage, and re-installation. Replace damaged granite panels at no cost to Owner. Replacement panels shall match appearance and performance characteristics of existing panels.
e. Remove existing waterproofing membrane to extents shown on Drawings and properly dispose of.

f. Remove and properly dispose of existing plaza deck expansion joints.

g. Remove joint filler material from existing concrete filler slab expansion joint, to depth shown on Drawings, and properly dispose of.

h. Prepare concrete filler slab surfaces for installation of new plaza deck lower expansion joint and application of new waterproofing assembly.

i. Provide new plaza deck lower expansion joint. Properly integrate new expansion joint with existing building expansion joint in vertical exterior wall, as shown on Drawings.

j. Provide new waterproofing assembly, including protection course, drainage mat, insulation, etc., properly integrated with existing assembly and new lower expansion joint, as shown on Drawings.

k. Perform hydrostatic water testing of waterproofing membrane and lower expansion joint assembly. Correct deficiencies allowing water leakage, if any.

l. Clean and paint steel railing embedments.

m. Provide new concrete topping slab, formed for installation of plaza deck upper expansion joint and reinforced as shown on Drawings.

n. Provide new plaza deck upper expansion joint.

o. Modify granite panels as shown on Drawings to accommodate upper expansion joint assembly, and re-install.

p. Carefully move planter to final location and reconnect drain line and power.

4. Provide new plaza deck topping slab expansion joints where shown on Drawings. Work shall include, but not necessarily be limited to:

a. Disconnect planter drain line and power for lights. Carefully move planter to location outside of immediate work area.

b. Carefully remove and properly dispose of existing concrete topping slab on each side of new expansion joint locations, to extents shown on Drawings. Use removal means and methods necessary to avoid damage to underlying...
waterproofing membrane and steel railing connections along south side of plaza deck. Shore railings as necessary.

c. Modify railing connections to topping slab as shown on Drawings.

d. Provide new concrete topping slab, formed for installation of plaza deck topping slab expansion joint and reinforced as shown on Drawings.

e. Provide new plaza deck topping slab expansion joint.

f. Carefully move planter to final location and reconnect drain line and power.

5. Remove and replace the existing deteriorated sealant joint between the plaza deck topping slab and the south exterior wall of the Berg Instructional Center, and between the plaza deck topping slab and the concrete curb adjacent to the north exterior wall of the Seaton Center.

6. Perform all other work shown on Drawings or required for a complete and watertight application, but not listed above.

7. Perform additional work as directed by Engineer on a time-and-material basis and as approved through executed Change Orders.

8. Thoroughly clean site and demobilize.

B. Alternate 1 includes: Provide stainless steel nosings at expansion joints, as shown on Drawings.

1.03 MEASUREMENT OF QUANTITIES AND PAYMENT

A. Lump Sum work items will be paid for based on percentage of work completed as determined by Engineer.

1.04 ASSISTANCE TO TESTING LABORATORY AND ENGINEER

A. Assistance to Testing Laboratory:

1. Notify Engineer and testing laboratory at least 2 days in advance before installing Work to be tested.

2. Furnish casual labor required to facilitate sampling and testing materials.

B. Provide safe access to Engineer and testing laboratory personnel for reviewing work in progress.
1.05 WARRANTY

A. Provide a 3-year material and labor guarantee for the Work, unless otherwise specified for specific work in Divisions 02 through 48.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION
PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Procedures for consideration of product substitutions.

1.02 SUBMITTALS

A. Submit a Substitution Request form for each product substitution request, certifying the following.

1. Proposed substitution does not affect dimensions shown on Drawings.

2. Proposed substitution will have no adverse effect on other trades, construction schedule, or specified warranty requirements.

3. Maintenance and service parts will be locally available for proposed substitution.

4. Function, appearance, and quality of proposed substitution are equivalent or superior to specified item.

B. On Substitution Request Form, state proposed change in Contract Sum, if any, should proposed substitution be accepted.

C. Append to Substitution Request Form manufacturer's literature or other data in sufficient detail to permit judgment of equivalency by Engineer.

D. Requests submitted with inadequate documentation will be rejected.

1.03 QUALITY ASSURANCE

A. Inclusion of non-specified products, equipment, or methods on Shop Drawings or in other submittals without official written notice is an unacceptable method of introducing substitution requests and will be rejected.

B. Substitutions included in the Work, but not properly accepted and authorized, will be considered defective.
C. Contract is based on standards of quality established in Contract Documents. It is responsibility of entity requesting the substitution to research and document equivalency.

D. The following do not require substitution approval:

1. Products specified solely by reference to standard specifications, such as ASTM and similar standards.

E. Where the phrase "or equal" or "or approved equal" occurs in Contract Documents, do not assume that substituted materials, equipment, or methods will be accepted as equal unless item has been specifically so accepted for this Work by Engineer.

1.04 SUBSTITUTION PROCEDURES

A. Substitution Procedures during Bidding Phase: If provisions of Document 00 21 13 “Instructions to Bidders,” allow substitutions during the bidding phase, the following requirements shall be met:

1. Provide Substitution Request Form for each proposed substitution a minimum of 10 days prior to bid due date.

2. Consideration will be given only to requests for substitutions by prime bidders.

3. Bidders will be notified of accepted substitute products by written Addendum.

4. Substitutions proposed with the Bid will not be considered if substitutions were not previously accepted or were not previously submitted for acceptance review.

B. Substitution Procedures during Construction Phase:

1. Requests for substitution during construction will be considered only if needed to replace unavailable products or to remedy a situation where a specified product is proven to be unsuitable.

2. Provide a Substitution Request for each proposed substitution far enough in advance of when product will be needed for the Work to permit adequate time for review by Engineer and Owner.

3. Notification of acceptance or non-acceptance will be made in writing.

C. Decision of Engineer and Owner regarding substitution acceptability will be final.
PART 2  PRODUCTS
NOT USED

PART 3  EXECUTION
NOT USED

END OF SECTION
PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Procedures for modifying the Work, Contract Sum, Contract Time, or any combination thereof.


B. Related Requirements:


2. Document 00 91 13 – Addenda: Modifications made prior to execution of Contract.

1.02 QUALITY ASSURANCE

A. Provide measures necessary to familiarize staff and employees with these modification procedures.

1.03 DELIVERY, STORAGE, AND HANDLING


B. Make the Log available to Engineer for review at his request.

1.04 SUPPLEMENTAL INSTRUCTIONS

A. A Supplemental Instruction orders a minor change in the Work not involving adjustment in Contract Sum or change in Contract Time and not inconsistent with intent of Contract Documents.
B. Supplemental Instructions are written orders that will be dated and will be numbered in sequence.

C. A Supplemental Instruction will describe ordered change and will be initiated and signed by Engineer.

D. A Supplemental Instruction is an authorization to proceed with the change.

E. Promptly carry out the minor change ordered in Supplemental Instruction. Implementation of change in Work indicates agreement by Contractor that there will be no change in Contract Time or Contract Sum.

F. Promptly notify Engineer in writing in order to make a claim for additional cost or additional time resulting from a Supplemental Instruction.

1. Alert pertinent personnel and subcontractors as to impending change and, to maximum extent possible, avoid such work as would increase Owner's cost for making the change, advising Engineer in writing when such avoidance is no longer practicable.

2. State proposed change in Contract Sum, if any, and state proposed change in Contract Time, if any.

3. Clearly describe other changes in Work required by the proposed change or desirable therewith, if any.

4. Include full backup data such as subcontractor's letter of proposal or similar information.

5. Submit claim in single copy.

6. Claim will be resolved in accordance with Article 4.4 of General Conditions.

1.05 REQUEST FOR PROPOSAL

A. A Request for Proposal is a written notice advising of a change in the Work or a change in Contract Time desired by Owner.

B. Requests for Proposal will be dated and will be numbered in sequence.
C. Request for Proposal will describe desired change and will be initiated and signed by Engineer.

1. Request for Proposal is not an authorization to proceed with the change.

D. Promptly respond to Request for Proposal with a written Change Proposal.

E. State proposed change in Contract Sum, if any, and state proposed change in Contract Time, if any.

F. Clearly describe other changes in the Work required by proposed change or desirable therewith, if any.

G. Include full backup data such as subcontractor's letter of proposal or similar information.

H. Submit 2 copies of Change Proposal.

I. Meet with Engineer as required, to explain costs and, when appropriate, determine other acceptable ways to achieve desired objective.

J. Alert pertinent personnel and subcontractors as to impending change and, to maximum extent possible, avoid such work as would increase Owner's cost for making the change, advising Engineer in writing when such avoidance is no longer practicable.

K. A Change Order will be issued when cost or credit for change has been agreed upon by Contractor and Owner.

1.06 CHANGE ORDER

A. A Change Order is a written instrument that indicates that Owner, Contractor, and Engineer have agreed upon all of the following: a change in the Work; amount of adjustment in Contract Sum, if any; and amount of adjustment in Contract Time, if any.

B. Change Orders will be dated and will be numbered in sequence.
C. Change Order will describe change(s) to Contract Documents and will refer to Request(s) for Proposal involved, if any.

D. Engineer will issue 3 originals of each Change Order, signed by Engineer and Owner.

E. Promptly sign all 3 originals and return 2 originals to Engineer.

F. Engineer will forward 1 signed original to Owner.

G. Promptly carry out change directed by Change Order.

1.07 CONSTRUCTION CHANGE DIRECTIVE

A. A Construction Change Directive is a written order that authorizes a change in Work and states a proposed basis for adjustment, if any, in Contract Sum or Contract Time, or both.

B. Construction Change Directives will be dated and will be numbered in sequence.

C. Construction Change Directives will be initiated by Engineer and will be signed by Engineer and Owner.

D. Upon receipt of Construction Change Directive, promptly proceed with ordered change in Work and notify Engineer whether proposed adjustment in Contract Sum or Contract Time, or both, is agreed upon.

E. Sign Construction Change Directive if proposed adjustment in Contract Sum or Contract Time, or both, is agreed upon. Record Construction Change Directive as a Change Order.

F. If proposed adjustment in Contract Sum or Contract Time, or both, is not agreed upon, meet with Engineer as required to explain costs and, when appropriate, determine other acceptable ways to achieve desired objective. Adjustment in Contract Sum or Contract Time will be resolved in accordance with provisions of Article 7.3 of General Conditions.
1.08 CHANGES INITIATED BY CONTRACTOR

A. If a discrepancy among Contract Documents, a concealed condition as described in Article 3.7.4 of General Conditions, or other cause for suggesting a change in the Work, a change in Contract Sum, or a change in Contract Time is discovered, notify Engineer promptly in writing.

B. Upon agreement by Engineer that there is reasonable cause to consider Contractor's proposed change, Engineer will issue a Supplemental Instruction, Request for Proposal, Construction Change Directive, or Change Order.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION
SECTION 01 29 73
SCHEDULE OF VALUES

PART 1   GENERAL

1.01   SUMMARY
A. Section Includes: Procedural and submittal requirements for allocating values to each of the various parts of the Work, for use in evaluating Contractor's Payment Requests.

1.02   SUBMITTALS
A. Submit Schedule of Values to Owner and Engineer at least 14 days prior to submitting first payment request.
B. Upon request by Owner or Engineer, submit data that will substantiate magnitude of values.
C. Submit a Schedule of Values itemized as indicated in Bid Form or itemized in more detail.
D. Provide a Schedule of Values listing of costs whose sum equals Contract Sum.
E. Schedule of values can be submitted electronically in electronic pdf.

PART 2   PRODUCTS
NOT USED

PART 3   EXECUTION
NOT USED

END OF SECTION
PART 1  GENERAL

1.01  SUMMARY

A. Section Includes:

1. Conferences and regular meetings conducted by Engineer throughout duration of project to enable orderly review of the Work progress and to provide for systematic discussion of problems and job schedule.

2. Subcontractors and material supplier issues and discussions relative thereto are normally not part of content of project meetings.

1.02  SUBMITTALS

A. At least 24 hours in advance of each meeting or conference, submit a list of items to be added to meeting agenda.

1.03  QUALITY ASSURANCE

A. For those persons designated to attend and participate in project meetings or conferences, provide required authority to commit entity represented by each attendee to solutions agreed upon in project meetings.

B. Engineer will compile minutes of each meeting and conference and will furnish 1 copy to all attendees.

C. Review Meeting Minutes and Conference Minutes and notify Engineer in writing, within 5 days of receipt of Minutes, if you disagree with any written item.

PART 2  PRODUCTS

NOT USED
PART 3   EXECUTION

3.01   GENERAL

A.   Attendance:

1.   Attendance by Contractor's project manager/superintendent is required, to 
    maximum extent possible.

2.   Subcontractors, materials suppliers, and others may be invited to attend those 
    project meetings in which their aspect of Work is involved.

B.   Meetings and conferences will be held at job site.

C.   Minimum Project Meeting Agenda:

1.   Review progress of the Work since last meeting.

2.   Review Construction Schedule for remainder of the Work.

3.   Identify problems which impede planned progress, such as significant work, 
    down time due to inclement weather, worker absenteeism, out-of-scope work 
    items, or unforeseen conditions.

4.   Develop corrective measures and procedures to revise planned schedule, if a 
    revised completion date is considered mandatory by Owner.

5.   Review status of submittals, contract modifications, and payment requests.

6.   Review impact of Work on Owner operations, and review alternative 
    procedures if requested by Owner.

7.   Complete other current business.

D.   Additional Agenda for Pre-Construction Conference:

1.   Establish channels and procedures for communication.

2.   Distribute Contract Documents, including Drawings, Specifications, and 
    modifications.

3.   Review rules and regulations governing performance of the Work and quality 
    assurance requirements.
4. Review procedures for processing Shop Drawings and other submittals requiring Engineer and Owner review.

5. Review procedures for contract modifications.


7. Review construction facilities and temporary control requirements, including availability and access for Owner and Contractor parking.

8. Establish designated work hours, including acceptable times for operating equipment.

9. Review material acquisition timetable, as well as delivery, storage, and handling requirements.

10. Review Construction Schedule, including sequence of critical work and completion date of work items at each designated work area.

11. Review Schedule of Values.

3.02 SCHEDULE

A. Pre-Construction Conference will be held prior to actual start of Work and will be scheduled by Owner.

B. Project meetings will be held approximately semi-monthly throughout duration of Project, unless otherwise indicated by Owner or Engineer.

C. Coordinate as necessary to establish mutually acceptable schedule for meetings and conferences.

END OF SECTION
SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1    GENERAL

1.01    SUMMARY

A.  Section Includes:

1.  Requirements for processing of submittals required by Contract Documents.

2.  Submittals that are not required by Contract Documents will not be reviewed by Engineer.

3.  Engineer will not review drawings, setting diagrams, and similar information needed to coordinate Work between Contractor and his Subcontractors.

B.  Related Sections:

1.  Document 00 72 13 – General Conditions

2.  Section 01 25 13 – Product Substitution Procedures.

3.  Section 01 70 00 – Closeout Procedures.

4.  Individual and/or additional requirements for submittals may be described in pertinent Sections of these Specifications.

1.02    QUALITY ASSURANCE

A.  Prior to forwarding each submittal, carefully review and coordinate all aspects of each item being submitted.

B.  Verify that each item and its submittal conform in all respects with specified requirements.

C.  By affixing Contractor's signature to each submittal, certify that his coordination and review have been performed.

D.  Maintain Submittal Log for duration of Work showing status of each submittal. Make updated Submittal Log available for Engineer's review upon request and at each progress meeting.
1.03 SUBMITTALS

A. Make submittals of Shop Drawings, samples, product data, and other items in accordance with provisions of this Section.

B. All submittals shall be provided in electronic pdf, except color charts and material samples shall be physically submitted. When submittals are transferred in electronic pdf, submit 1 copy of each submittal.

C. If physical submittals are required, provide a minimum 4 of the following:
   1. Color charts and samples.
   2. Material samples used for selecting material colors, or materials.

D. Submit Material Safety Data Sheets for all materials and products used for the Work, as well as those materials and products stored on site, directly or indirectly as part of the Work.

E. All submittals will be returned in electronic format, unless Engineer determines that hard copies will be required.

F. Comply with the following requirements for submittals:
   1. Clearly mark each submittal with the specification section and paragraph number at the upper right corner of each page. If the submittal pertains to a product shown on Drawings, clearly mark the sheet number and detail or section number at the upper right hand corner of each page.
   2. Submit all submittals for each specification section in a well-organized package and in complete form. Partial submittals for each specification section will be rejected unless otherwise approved in writing by Engineer.
   3. Include a cover sheet for each submittal indicating that the Contractor has reviewed the submittals and that the submitted product complies with requirements of Contract Documents.

PART 2 PRODUCTS

2.01 CONSTRUCTION SCHEDULE

A. Submit Construction Schedule at or prior to Pre-Construction Conference.
B. Submit updated Construction Schedule at or prior to each Project Meeting.

C. Schedule format: Bar chart type schedule, showing start and completion dates for each significant phase of Work.

2.02 SHOP DRAWINGS

A. Submit shop drawings for fabricated components of Work where indicated in Specifications.

2.03 PRODUCT DATA

A. Where submitted manufacturer's literature includes data not pertinent to required submittal, clearly show which portions of contents are being submitted for review.

B. Ensure submitted product data is current at the time of submittal.

2.04 SAMPLES

A. Provide sample(s) identical to article proposed to be provided.

B. Where specified product naturally exhibits a range of colors or textures, provide a sample that accurately represents anticipated variations.

C. By pre-arrangement in selected cases, a single sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by Engineer.

2.05 COLORS AND PATTERNS

A. Unless precise color and pattern are identified in Contract Documents and whenever a choice of color or pattern is available in specified products, submit accurate color and pattern charts to Owner and Engineer for selection.

PART 3 EXECUTION

3.01 PREPARATION

A. Prepare an organized package of submittals for the entire Project. Unless otherwise approved in writing by Engineer, submit all required submittals for each Section of
these Specifications in 1 package. Partial submittals will not be reviewed by Engineer.

B. Consecutively number all submittals.

C. On at least first page of each submittal, and elsewhere as required for positive identification, show submittal number and applicable Specification section.

D. Accompany each submittal with a letter of transmittal showing information required for identification and checking.

E. Resubmittals:

1. Transmit resubmittals under a new letter of transmittal and with a new submittal number.

2. Cite original submittal number for reference.

3.02 SCHEDULE

A. Unless otherwise indicated in Specifications, provide submittals far enough in advance of scheduled dates for installation to allow adequate time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

B. Allow at least 10 working days for Engineer's review following Engineer's receipt of submittal.

C. Submittal review by Engineer does not relieve Contractor from responsibility for errors which may exist in submitted data.

D. Review of proposed substitutions does not relieve Contractor from responsibility for proving compliance with these Contract Documents.

E. Revisions:

1. Make submittal revisions required by Engineer.

2. Notify Engineer if any required revision is interpreted by Contractor to be a change to Contract Documents.
3. Make only those revisions directed or accepted by Engineer.

4. Resubmit revised submittals until accepted by Engineer.

END OF SECTION
SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Pre- and post-construction reviews.

2. Temporary utilities, facilities, and controls needed for the Work including, but not limited to: temporary utilities such as heat, water, electricity, and telephone; field office; sanitary facilities; enclosures such as tarpaulins, barricades, and canopies; temporary fencing of construction site; cleaning requirements; and project sign.

1.02 SUBMITTALS

A. Submit in accordance with provisions of Section 01 33 00 – Submittal Procedure.

B. Pre-Construction Condition Survey:

1. Submit written documentation of pre-construction condition survey prior to initiation of Work. Include information adequate to locate property item(s) exhibiting pre-existing damage.

2. Submit photographs or video of pre-existing damaged building property with and correlated to written condition survey.

1.03 QUALITY ASSURANCE

A. Comply with federal, state, and local regulations, codes, and ordinances.

B. Conduct periodic inspections to ensure that construction facilities and temporary controls conform to pertinent requirements.

C. Do not allow accumulation of waste, debris, construction water, rubbish, etc., that can create hazardous conditions.
1.04 DELIVERY, STORAGE, AND HANDLING

A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

1.05 PROJECT/SITE CONDITIONS

A. Fire Protection:

1. Regulations: Comply with pertinent codes and regulations.

2. Fires: Do not permit lighting of fires about premises. Use due diligence to see that such prohibition is enforced. Promptly remove debris and waste materials from construction site to prevent accumulation of combustibles on site or within building.

3. Smoking: Restrict smoking to field offices and designated break areas. Furnish and post "NO SMOKING" signs at appropriate locations throughout job site where operations are conducted.

4. Welding and Cutting: Take precautionary measures to prevent fire during welding and cutting operations.

5. Heater: Properly install heaters in field office to protect combustible walls, floor, and roof. Do not use salamander heaters or other types of open flame heaters except with special permission of Owner and then only when such salamanders or open flame heaters are maintained under constant supervision.

6. Flammables: Store gasoline and other fuels in National Board of Fire Underwriters' approved safety cans and store away from hazardous work areas.

B. Limit of Contractor's Operations:

1. Work Areas: Confine work areas to limits of construction site. General schedule of operations and use of job site shall be subject to approval of Engineer and Owner.

2. Building Access: Uncontrolled or unrestricted access for materials, debris, or equipment will not be permitted. Control access routes and methods so as to minimize disruption of Owner's operations. Access routes shall be subject to approval by Engineer and Owner. Properly protect doors, windows, stairs, and floors used in moving materials to prevent damage thereto.
C. Occupant Relations:

1. The building will be occupied throughout the duration of the Work. Means and methods shall consider the above.

2. To the greatest extent possible, work through Owner’s designated representative to ensure amicable occupant relations. Appoint the Project Manager or full-time field foreman to be the designated "contact" for the project.

3. Organize and execute the Work so as to cause as little inconvenience to occupants of the building as possible. Control employees as to ensure proper deportment and respect to occupants.

4. Issue a weekly operations schedule to Owner’s representative, indicating which building areas will be affected each week. Issue schedule each Friday morning, covering the coming week.

D. Pre-Construction Condition Survey:

1. Prior to initiation of Work, survey condition of building and document pre-existing damage such as broken or scratched windows, scraped window or door frames, broken or damaged railings, damaged sidewalks, damaged architectural building components, etc.

2. Document condition of grass, trees, shrubs, and other landscaping artifacts for pre-existing damage.

E. Required documentation is both written and photographic.

PART 2 PRODUCTS

2.01 UTILITIES

A. Electric Power:

1. Provide temporary wiring as required for execution of Work. Provide ground fault interruption devices and similar protection measures, as required by authorities having jurisdiction.

2. Existing electrical outlets may be used if approved in advance by Owner.

3. Provide additional power or wiring as required for the Work.
B. Water: Provide hoses from existing sillcocks, approved in advance by Owner, to point-of-use.

2.02 FIELD OFFICE

A. If required for proper Contractor operations, provide a field office building adequate in size and accommodation for Contractor's offices, supply, and storage.

B. Provide temporary toilet facilities in quantity required for use by all personnel and at locations acceptable to Owner. Maintain facilities in a sanitary condition at all times.

C. First-Aid Supplies: Provide medical supplies and equipment at job site for first-aid service to persons injured in connection with the Work.

2.03 ENCLOSURES

A. Provide and maintain for duration of the Work all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

B. Maintain open or relocate public sidewalks in a condition accessible to foot traffic.

C. Provide protective canopies or other appropriate means over entrance ways, and elsewhere as required by authorities having jurisdiction, when work is occurring overhead or adjacent to those areas. Provide overhead protection in compliance with applicable codes and ordinances with respect to installation and maintenance of sidewalk protection and public safety.

D. Maintain means of egress required by governing building codes for continual use of adjacent buildings.

E. Construction Warning Signs: Provide and maintain suitable signs to warn public and building occupants of Work in progress.
2.04 HOISTS, SCAFFOLDS, AND LADDERS

A. Hoists: Furnish, erect, operate, and maintain suitable hoisting equipment as may be necessary for safe handling of material entering into work area. Construct and maintain material hoists in accordance with applicable federal and state laws and regulations and local ordinances. Hoist locations are subject to approval by Engineer and Owner.

B. Scaffolds and Ladders: Furnish, erect, maintain, and move scaffolds and ladders required for the Work. Construct and maintain scaffolds in accordance with applicable state and federal laws and local ordinances.

2.05 CLEANING MATERIALS

A. Limit materials and equipment to those which are compatible with surfaces being cleaned.

B. Limit materials and equipment to those which are approved by manufacturer of material to be cleaned.

C. Verify compatibility of cleaning materials at a small area prior to widespread use.

2.06 TEMPORARY CONSTRUCTION FACILITIES

A. Temporary Storage Facility and Staging Area:

1. Owner will allocate limited space on property for storage of materials and equipment.

2. Locate construction personnel vehicles, debris receptacles, construction equipment, material storage, and temporary facilities within permitted boundaries.

3. Do not store materials within drip line of trees.

B. Dust, Debris, Water, Odor, and Noise Control:

1. Take necessary precautions to prevent dust, dirt, construction-related water, sand particles, etc., from entering building interior or from accumulating around parking and sidewalk areas.
2. Take necessary precautions to prevent offensive odors related to sealers, paints, coatings, and other construction materials from entering building interior.

3. Perform noisy work operations during hours approved in advance by Owner.

2.07 PROJECT SIGNS

A. Project signs or other advertising are not permitted on job site.

PART 3 EXECUTION

3.01 GENERAL

A. Maintain temporary facilities and controls as long as necessary for safe and proper completion of the Work.

B. Maintain drains and sewers clean and free of construction debris during all phases of Work.

C. Remove temporary facilities and controls as rapidly as progress of the Work will safely permit.

3.02 CLEANING

A. Remove demolition material, debris, construction water, and related rubbish on a daily basis.

B. Legally dispose of waste, debris, and rubbish at dump areas off Owner's property.

C. Properly dissipate construction water so that water does not accumulate or pond on sidewalks or landscaped areas adjacent to or on property.

D. Maintain paved areas, sidewalk, and parking level surfaces in a broom-clean condition during the Work. Maintain grass and landscaped areas in a rake-clean condition during the Work.

E. Do not allow items to be dropped or thrown from work areas above grade.

F. Schedule cleaning operations so that newly placed work is not damaged.

G. Remove and clean material spills as the Work progresses.
3.03 PROTECTION

A. Site Security: Provide daily inspection of building and site while the Work is in progress and take whatever measures are necessary to secure building from theft, vandalism, and unlawful entry related to Contractor's activities on site.

B. Provide protection barricades, etc., required by federal, state, county, or municipal laws and ordinances; maintain all lights, signals, and protection of all kinds for full period of operations; and remove same when directed.

C. Protect building components, landscaping, walks, drives, parking areas, vehicles, automatic sprinkler lines, utilities, and property, etc., adjacent to Work areas from damage. Remediate damage to above items as Work progresses in a manner satisfactory to Owner and at no cost to Owner.

D. Protect existing roofing system and its components against damage in a manner acceptable to roofing system manufacturer. Obtain roofing system manufacturer's approval of procedures for protecting existing roofing system during construction. At a minimum, place 1-inch thick rigid insulation and plywood beneath all materials and equipment.

END OF SECTION
PART 1  GENERAL

1.01  SUMMARY

A.  Section Includes:

1.  Protection of products and equipment scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.

2.  Additional procedures may be prescribed in other Sections of these Specifications.

1.02  SUBMITTALS

A.  Along with required product data sheets, include Material Data Safety Sheets (MSDS) for all products and materials used during Work at the site.

1.03  QUALITY ASSURANCE

A.  Use procedures required to assure full protection of work and materials.

B.  Except as otherwise approved by Engineer, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.04  DELIVERY, STORAGE AND HANDLING

A.  Acceptance at Site:

1.  Deliver products and equipment to job site in their manufacturer's original container, with labels intact and legible.

2.  Verify date of manufacture on all products used for completing the Work. Verify expiration dates for product shelf life prior to using material for the Work.

B.  Storage and Protection:

1.  Maintain packaged materials with seals unbroken and labels intact until time of use.
2. Promptly remove damaged material and unsuitable items from job site and promptly replace with material meeting specified requirements, at no additional cost to Owner.

3. Engineer may reject as non-complying such material, products, and equipment that do not bear identification satisfactory to Engineer as to manufacturer, grade, quality, shelf life, expiration date, and/or other pertinent information.

4. Maintain finished surfaces clean, unmarked, and suitably protected until accepted by Owner.

C. Repairs:

1. In event of damage, promptly make replacements and repairs to approval of Owner and at no additional cost to Owner.

2. Additional time required to secure replacements and to make repairs will not be considered by Owner to justify an extension in Contract Time.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION
PART 1  GENERAL

1.01  SUMMARY

A. Section Includes: Administrative procedures, closeout submittals, and forms to be used at substantial completion and at final completion of the Work.

B. Related Sections:

1. Document 00 72 13 – General Conditions: Cleaning Up, Documents, and Samples at Site.

2. Section 01 50 00 – Construction Facilities and Temporary Controls: Cleaning.

1.02  SUBMITTALS

A. Closeout submittals include, but are not necessarily limited to:

1. Operation and maintenance data for items so listed in pertinent Sections of these Specifications and for other items where so directed by Engineer.

2. Warranties and bonds.

3. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to, Certificates of Inspection.

4. Certificates of Insurance for products and completed operations.

5. Evidence of payment and release of liens on a form acceptable to the Owner.

6. List of subcontractors, service organizations, and principal vendors including names, addresses, and telephone numbers where they can be reached.

7. Consent of surety where Performance and Payment Bonds have been required for the Work.

B. Project Record Documents:

2. Make a complete and accurate record of the Work as actually installed. Neatly mark on a set of drawings and specifications with appropriate supplementary notes.

3. Throughout progress of the Work, maintain a set of manufacturers' literature for products used in the Work. Specifically identify products used in manufacturers' literature.

4. Purpose of final Project Record Documents is to provide factual information regarding all aspects of the Work.

1.03 QUALITY ASSURANCE

A. Substantial Completion:

1. When the Work is sufficiently complete in accordance with Contract Documents so Owner can occupy or utilize the Work for its intended purpose, prepare and submit to Engineer a comprehensive list of items to be completed or corrected.

2. Proceed promptly to complete and correct items on the list.

3. Upon receipt of the list, Engineer will perform a review to verify status of project completion. Provide Engineer with access to the Work as required to perform this review.

4. If Engineer discovers any item, whether or not included on Contractor's list, which is not in accordance with the requirements of Contract Documents, complete or correct such item upon notification by Engineer. Then, submit a request to Engineer for another review.

5. When the Work is substantially complete, Engineer will issue a Certificate of Substantial Completion.

B. Final Completion:

1. When the Work is completed (including corrections), certify to Engineer that the Work has been reviewed for compliance with Contract Documents and has been completed in accordance therewith.
2. Upon receipt of Contractor's certification, Engineer will perform a final review. Provide Engineer and Owner with access to the Work as required to perform this review.

3. When Engineer has determined that the Work is acceptable under Contract Documents, provide closeout submittals.

4. Once Engineer has certified final pay application and accepted closeout submittals, and Owner has made final payment, the Work has reached Final Completion.

1.04 WARRANTIES

A. Submit 3 copies of required warranties on Contractor's letterhead covering all work items and using language specified in respective Sections of these Specifications.

B. Provide warranties signed by Contractor, Installer if other than Contractor, and material manufacturer, if applicable.

C. Organize warranties by appropriate division of Work and insert into 3-ring binders.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to Engineer, showing all adjustments to Contract Sum.

B. If so required, Engineer will prepare a final Change Order showing adjustments to Contract Sum which were not made previously by Change Orders.

C. Final payment may be withheld if warranties and other closeout submittals do not comply with requirements of Contract Documents.
3.02 FINAL CLEANING

A. In preparation for final inspection, ensure that all areas have been cleaned and debris, rubbish, construction water, etc., have been removed.

B. Repair, patch, or touch up any marred surfaces to match finish and quality of adjacent undamaged areas, in a manner satisfactory to Owner.

C. Leave paved areas, sidewalk, and parking level surfaces in a broom-clean condition.

D. Leave grass and landscaped areas in a rake-clean condition.

E. Remove material spills from windows, parking level and sidewalk surfaces, architectural finishes, etc.

END OF SECTION
PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Carefully demolish and remove from site existing construction materials designated for removal and replacement including, but not necessarily limited to:
   a. Concrete topping slab;
   b. Waterproofing membrane, drainage mat, insulation, and protection courses;
   c. Plaza deck expansion joints;
   d. Joint filler material;
   e. Existing railing embedment plates; and
   f. Deteriorated joint sealant.

2. Carefully remove and safely store materials designated for removal and re-installation, including:
   a. Granite panels; and
   b. Planters

B. Payment Procedures: Selective demolition shall be incidental to plaza deck topping slab rehabilitation.

C. Related Sections:

1. Section 03 30 00 – Cast-In-Place Concrete
2. Section 05 50 00 – Metal Fabrications
3. Section 07 14 13 – Hot Fluid-Applied Waterproofing
4. Section 07 90 00 – Joint Sealants
5. Section 07 95 00 – Expansion Control

1.02 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in necessary crafts and who are completely familiar with specified requirements and methods needed for proper performance of work of this Section.

PART 2 PRODUCTS
NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 DEMOLITION

A. By careful study of Contract Documents and documents related to existing construction, determine location and extent of selective demolition to be performed.

B. In company of Engineer, verify extent and location of selective demolition required.

1. Carefully identify limits of selective demolition.

2. Mark interface surfaces as required to enable workmen to identify items to be removed and items to be left in place intact.

C. Prepare and follow an organized and controlled plan for demolition and removal of items. Protect construction adjacent to and below demolition from damage.

1. Shut off, cap, and otherwise protect existing public utility lines in accordance with requirements of public agency or utility having jurisdiction.
2. Completely remove items scheduled to be demolished and removed, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere in these Specifications.

3. Where required selective demolition would leave adjacent construction without adequate support, provide temporary bracing or shores as required to safely support construction to remain, without causing distress to remaining and new construction.

4. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.

D. Demolished materials shall be considered to be property of Contractor and shall be completely removed from site and legally disposed of except for components designated for reuse.

E. Use means necessary to prevent dust and noise from becoming a nuisance to public, to occupants of building and adjacent structures, and to other work being performed on or near site.

3.03 REPLACEMENTS AND PROTECTION

A. In event of demolition or damage of items not scheduled to be demolished, promptly repair or replace such items to approval of Owner and at no additional cost to Owner.

B. Where demolition has temporarily exposed interior areas, utilities, or other portions or furnishings of structures, provide temporary bracing, weather protection, and/or other measures to protect exposed areas until they are enclosed and protected by new construction.

END OF SECTION
PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Provide cast-in-place concrete plaza deck topping slab at repaired and new expansion joint locations.

B. Measurements and Payment Procedures: Cast-in-place concrete shall be incidental to plaza deck topping slab rehabilitation.

C. Related Sections:
   1. Section 02 41 19 – Selective Site Demolition
   2. Section 05 5 00 – Metal Fabrications
   3. Section 07 14 13 – Hot Fluid-Applied Waterproofing
   4. Section 07 90 00 – Joint Sealants
   5. Section 07 95 00 – Expansion Control

1.02 REFERENCES

A. American Concrete Institute (ACI), current editions at time of bidding:
   1. ACI 117 – Standard Specifications for Tolerances for Concrete Construction and Material
   2. ACI 301 – Specifications for Structural Concrete for Buildings
   3. ACI 305.1 – Specification for Hot Weather Concreting
   4. ACI 306.1 – Standard Specifications for Cold Weather Concreting
   5. ACI 318 – Building Code Requirements for Structural Concrete and Commentary
   6. ACI 347R – Guide to Formwork for Concrete
7. ACI 546.3R – Guide for the Selection of Materials for the Repair of Concrete

B. American Society for Testing and Materials (ASTM), current editions at time of bidding:

1. ASTM A615 – Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
2. ASTM A775 – Standard Specification for Epoxy-Coated Steel Reinforcing Bars
3. ASTM C31 – Standard Practice for Making and Curing Concrete Test Specimens in the Field
4. ASTM C33 – Standard Specification for Concrete Aggregate
5. ASTM C39 – Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
9. ASTM C173 – Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
11. ASTM C494 – Chemical Admixtures for Concrete.


1.03 SUBMITTALS

A. Concrete Mix Design Approval:

1. Submit a written description of concrete mix to be used for the work to Engineer at least 14 days prior to anticipated use.

2. Include exact proportions, aggregate type and size, color pigment amount, admixture type and dosage, 28-day compressive strength, slump, air content, and unit weight. Submit material test reports and compatibility statements required by this Section with the mix design.

3. Do not place concrete before receiving written approval of mix design from Engineer.

4. Distribute copies of the approved mix design to testing laboratory, job site, and batch plant prior to placing concrete.

B. Submit quality control test reports, and concrete delivery tickets as required by these Specifications.

C. Submit detailed procedures for the production, transportation, placement, protection, curing and temperature monitoring of concrete. Include procedures to be implemented during hot or cold weather or upon abrupt changes in the weather. Do not begin concreting until these procedures have been reviewed and are satisfactory to the Engineer.

1.04 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with specified requirements and the methods needed for proper performance of work of this Section.
B. Use proprietary materials in accordance with manufacturer’s written recommendations.

C. Concrete Materials Testing and Inspection Requirements:

1. Engage and pay for a testing laboratory experienced in testing of concrete materials and approved by Engineer. The representative of testing laboratory shall be at job site for sampling, inspection, and testing as required by these specifications. To facilitate inspection:
   a. Furnish labor to assist testing laboratory in obtaining and handling samples at job site.
   b. Advise testing laboratory sufficiently in advance of concrete placement to allow for the assignment of testing personnel and testing.
   c. Provide and maintain for use of testing laboratory adequate facilities for proper curing of concrete test specimens on job site in accordance with ASTM C31.
   d. Notify Engineer at least 48 hours prior to placement of concrete.

2. Submit written reports of inspections and testing results to Engineer within three days.

3. Inspection and testing reports shall include the following in addition to requirements of respective ASTM Designations:
   a. Name of project, Contractor, and supplier
   b. Mix designation and required strength
   c. Placement location of concrete
   d. Description of weather and air temperature at time of placement
   e. Truck number, time, and date sampled
   f. Quantity of water added to mix at site
   g. Compressive strength (include type of fracture), slump, air content, and concrete temperature
   h. Date tested
   i. Type of curing
j. Compliance with specifications (yes or no)

4. The testing laboratory shall provide and maintain all measuring and testing equipment, instruments, and supplies necessary to accomplish the required testing and inspection.

5. Perform slump, concrete temperature, and air content tests and obtain concrete test cylinders for concrete mixed and used each day, or for every 25 cubic yards, whichever is less. Sample concrete for tests at point of placement. Evaluate Quality control test results in accordance with Section 4.2.3 of ACI 301-05.

a. Compressive Strength: Each set of concrete test cylinders shall include five test cylinders measuring 6 inches by 12 inches each. Make and cure test specimens in accordance with ASTM C31 and ASTM C39. Test 2 specimens at 7 days for information, test 2 specimens at 28 days for acceptance, and retain one specimen as a spare.

6. Perform tests for slump, air content, and concrete temperature in accordance with ASTM C143, ASTM C173, and ASTM C1064, respectively.

D. Sample Panels:

1. Prior to starting work, construct concrete sample panels demonstrating matching color and texture to existing plaza deck topping slab. Panels shall be 1 foot by 1 foot by 1 inch. Provide up to a total of 6 sample panels. Initial submittal shall include 3 panels of slightly varied color and texture. If none of the initial samples provide an exact match, provide 3 additional sample panels demonstrating slightly varied color and texture to the initial sample panel most closely matching the existing topping slab, as selected by Engineer and Owner. Engineer and Owner will select 1 sample panel from all submitted panels as the basis for cast-in-place concrete color and texture acceptance throughout the project.

2. Construct sample panels using approved mix design.

1.05 DELIVERY, STORAGE AND HANDLING

A. Store cement and mineral admixtures in weather-tight enclosures to provide protection from dampness and contamination.
B. Arrange and use aggregate stockpiles so as to avoid segregation, contamination with foreign matter and other aggregates. Cover to avoid rainwater wetting.

1.06 PROJECT CONDITIONS

A. Obtain review from Engineer of substrate surfaces before proceeding with concreting.

B. Assure substrate surfaces are clean, smooth and with no standing or visible water. Do not work in rain, snow, or inclement weather.

C. Do not place concrete during rain or when outdoor temperature is below 40 degrees F.

1.07 WARRANTY

A. Special Warranty: Provide 3-year written warranty signed by Contractor agreeing to repair or replace concrete that show evidence of cracking, delamination, spalling, scaling, disintegration, or corrosion.

PART 2 PRODUCTS

2.01 FORMWORK

A. Formwork Design:

1. Design formwork and anchorage to sustain construction and wind loads and maintain concrete lines. Design forms for easy removal. Provide rigid forms to prevent leakage of material. Provide forms with surfaces that are smooth and free from debris or foreign materials.

2. Design and install form ties to prevent sagging of formwork.

B. Form Materials:

1. Forms shall be constructed of minimum new 5/8-inch or 3/4-inch, 5-ply structural plywood of concrete form grade with a medium density overlay (MDO).

2. Use flexible laminated boards to form radius bends as required.
3. Form materials may be re-used during progress of Work provided they are completely cleaned and reconditioned. Re-use only those materials that are free of damage such as splits, frayed edges, delamination, etc. Do not use patched forms for surfaces that are exposed to public view.

C. Form Release Agent:

1. Two coats of shellac or polyurethane varnish on surfaces to receive concrete.

2. A non-staining form release agent that does not affect bond of expansion joint materials to be subsequently applied to concrete surfaces, and approved in writing by expansion joint manufacturer, may be used in lieu of coating form surfaces with shellac or varnish. Confirmation of expansion joint adhesive compatibility must be made by a trial application of the specified adhesive.

D. Form Ties:

1. Epoxy-, plastic-, or vinyl-coated, stainless steel or other non-corrosive material.

2. Form ties that will be remaining in concrete shall not leave holes larger than 1-inch diameter in concrete surface. Unless shown otherwise, provide ties so that portion remaining within concrete after removal of exterior parts is at least 1 inch from outer concrete surface.

3. Devices used to anchor formwork that will remain embedded in the concrete shall be stainless steel.

2.02 PORTLAND CEMENT CONCRETE


B. Cement:

1. Type I Portland Cement, in accordance with ASTM C150.

2. Color: As necessary to match existing plaza deck topping slab.

C. Aggregates: ASTM C33
1. Coarse aggregate: Crushed rock or washed gravel, top size 3/4 inch, chert free.

2. Fine aggregate:
   a. Natural washed sand of hard and durable particles.
   b. Color: As necessary to match exposed fine aggregate of existing plaza deck topping slab.

D. Mixing Water: Fresh, clean, and potable

E. Admixtures:
   2. Water-Reducing Admixture: Meet requirements of ASTM C494 admixture. If used, high range water reducer shall be added at construction site immediately prior to placing concrete and mixed to uniformity according to ASTM C94.
   3. Pigment:
      a. Conform to ASTM C979
      b. Color: As necessary to match existing plaza deck topping slab.
      c. Do not exceed 6% by weight of cement.
   4. Provide Engineer with a written submittal from concrete producer that documents compatibility of admixtures and concrete mix components with respect to premature stiffening, air content, workability, and strength.
   5. Admixtures may be introduced to mixer at batch plant or job site. If material is added at job site, equip ready-mix trucks with calibrated automatic dispensers.
   6. Do not use chloride-containing admixtures.
   7. Do not use fly ash or slag.

F. Concrete properties:
   1. Specified Compressive Strength ($f'_c$) at 28 days: 5,000 psi
   2. Slump: 2 to 4 inches at point of placement
3. Minimum Cement Content: 564 pounds per cubic yard
4. Maximum Water-Cement Ratio: 0.40
5. Air Content: 5 to 8%.

2.03 CONCRETE REINFORCEMENT
A. Reinforcing Bars: ASTM A615, Grade 60, deformed, epoxy-coated per ASTM A775.
C. Threaded Couplers: D106 DBDI Weldable Coupler by Dayton Superior.

2.04 MISCELLANEOUS MATERIALS
A. Compressible Joint Filler: Joint filler compatible with joint sealants in contact with filler. Joint filler shall be non-staining and asphalt-free.
B. Paint for concrete embedments: One-component zinc-rich epoxy primer for steel reinforcement, MasterProtect P 8100AP by BASF
C. Sealant: In accordance with Section 07 92 00 – Joint Sealants

PART 3 EXECUTION
3.01 GENERAL
A. Prior to work of this Section, become thoroughly familiar with the site, site conditions, and all portions of the work falling within this Section. Document existing condition of landscaping in all areas to be affected by work of this Section.

3.02 PREPARATION
A. Examine areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of Work. Do not proceed until unsatisfactory conditions are corrected.
3.03 CONCRETE PLACEMENT

A. Preparation:

1. Elevations: Prior to placement of concrete, provide positive means to verify the minimum thickness of the concrete, ensure proper drainage, and facilitate correct concrete placement.
2. Access: Provide access for delivery of concrete, and provide sufficient equipment and manpower to rapidly place concrete.
3. Remove foreign matter accumulated in placement areas.
4. Rigidly close openings left in formwork.
5. Wet wood forms sufficiently to tighten up cracks. Wet other materials sufficiently to maintain workability of concrete.
6. Use only clean tools.

B. Placement Techniques: Placement method shall be at the Contractors option.

1. Conveying:
   a. Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed. Perform concrete placing at such a rate that concrete which is being integrated with fresh concrete is still plastic.
   b. Deposit concrete as nearly as practicable to its final location so as to avoid separation due to re-handling and flowing.
   c. Do not use concrete which has become non-plastic and unworkable, or does not meet required quality control limits, or has been contaminated by foreign materials.
   d. Remove rejected concrete from job site.

2. Pumping: Convey concrete directly to formwork. Take precautions to prevent segregation of concrete materials and insure an even flow of concrete.

3. Consolidation:
a. Consolidate concrete immediately after placing by use of internal concrete vibrators or by vibrating screed. Do not over-vibrate. Over-vibration (concrete segregation) shall be cause for rejection.

b. Do not use vibrators to transport concrete within forms.

c. Remove and replace concrete which lacks uniformity, exhibits segregation, honeycombing or laminations, or contains any dry patches, voids, or rock pockets.

4. Finishing:

a. Finish concrete surfaces to match slope of existing plaza deck topping slab. Finish concrete topping slab surfaces to a tolerance of 3/16 inch in 10 feet. Tolerance measurements shall be performed as described in ACI 302.1R, Section 8.15.1.2.

b. Finish concrete plaza deck topping slab surfaces to match existing topping slab surfaces.

3.04 JOINTS

A. Control joints:

1. Install control joints in accordance with Drawings. Tool control joints between new and existing concrete as soon as possible but no later than 4 hours after concrete placement.

3.05 CURING

A. Protect fresh concrete from premature drying and maintain with minimal moisture loss at a relatively constant temperature for the period specified.

B. Begin moist curing immediately following final finishing operations and before concrete has dried. Continue moist curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of curing period.

3.06 PROTECTION

A. Protect concrete against hot weather in accordance with approved hot weather concreting procedures.
B. Protect concrete against cold weather in accordance with approved cold weather concreting procedures.

3.07 ACCEPTANCE OR REJECTION

A. Delivered concrete may be rejected at job site prior to placement for any of the following:

1. Concrete fails to conform to submitted and approved concrete mix design.
2. Concrete fails to meet specified concrete qualities as determined by testing of samples obtained from first or middle portion of delivered load.
3. Placement of delivered concrete does not begin within 60 minutes of batching.
4. Placement of delivered concrete is not completed within 90 minutes of batching.

B. Cured concrete may be rejected for not matching the color and texture of the sample panel selected by Engineer and Owner.

C. Repair rejected concrete at no cost to the Owner. Submit proposed methods and materials for repair to Engineer for approval.

END OF SECTION
PART 1  GENERAL

1.01  SUMMARY

A. Section Includes:

1. Provide railing post connection embedment plates.

2. Provide stainless steel nosings at expansion joints (Alternate 1).

B. Related Sections:

1. Section 03 30 00 – Cast-In-Place Concrete

2. Section 07 95 00 – Expansion Control

3. Section 09 97 13 – Steel Coating

1.02  SUBMITTALS

A. Shop Drawings:  Show fabrication and installation details for metal fabrications.

   1. Include plans, elevations, sections, and details of metal fabrications and their connections.

   2. Show anchorage and accessory items.

B. Mill Certificates:  Signed by manufacturers of materials certifying that products furnished comply with requirements.

1.03  PROJECT CONDITIONS

A. Field Measurements:  Verify actual dimensions and configurations of existing railing components prior to fabrication.

PART 2  PRODUCTS

2.01  MATERIALS

A. Steel Plates, Shapes, and Bars:  ASTM A36

B. Stainless Steel Nosings:  ASTM A240, Type 304.
C. Welded Headed Studs: ASTM A276, Type 304

D. Structural Bolts: ASTM A325

E. Nuts: ASTM A563

F. Washers: ASTM F436

G. Welding Filler Metal: E70XX low hydrogen electrodes.

H. Provide other materials, not specifically described but required for a complete and proper installation, as selected by Contractor subject to approval of Engineer.

I. Galvanizing:
   1. Hot-dip galvanize shapes, plates, and bars in accordance with ASTM A123.
   2. Hot-dip galvanize bolts, nuts, and washers in accordance with ASTM A153.
      Oversize tapping and retapping of nuts shall be in accordance with ASTM A385 and A563.
   3. Hot-dip galvanize materials after fabrication.

J. Field Touch-Up Galvanizing: Areas where galvanizing is marred or damaged shall be coated with two coats, at 1.5 mils per coat, of ZRC Cold Galvanizing Compound, manufactured by ZRC Worldwide.

2.02 FABRICATION, GENERAL

A. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

B. Form exposed work with accurate angles and surfaces and straight edges.

C. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, bolts, and similar items.

D. Connections:
   1. Provide bolts and washers of types and sizes required for completion of field erection.
   2. High Strength Bolted Construction:


3. Welded construction:

a. Comply with AWS D1.1 for procedures, quality of welds, and methods for corrective work.

b. Assemble and weld built-up sections by methods which will produce true alignment of axes without warp.

PART 3 EXECUTION

3.01 INSTALLATION, GENERAL

A. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints.

END OF SECTION 05500
PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Provide hot fluid-applied waterproofing system, including but not necessarily limited to the following:

1. Surface preparation;
2. Surface conditioner;
3. Waterproofing membrane;
4. Membrane flashing;
5. Flexible reinforcement;
6. Adhesives and sealants;
7. Protection board;
8. Drainage composite;
9. Rigid insulation; and
10. Termination bars and fasteners.

B. Related Sections:

1. Section 03 30 00 – Cast-In-Place Concrete
2. Section 07 90 00 – Joint Sealants
3. Section 07 95 00 – Expansion Control

C. Measurement and Payment Procedures: Providing hot fluid-applied waterproofing system shall be incidental to plaza deck topping slab rehabilitation.

1.02 REFERENCES

A. American Society for Testing and Materials International (ASTM)

B. Underwriters Laboratories (UL)
C. Factory Mutual Research Corporation (FM)

1.03 SUBMITTALS

A. Comply with pertinent provisions of Section 01 33 00 – Submittal Procedures.

B. Product Data: Submit manufacturer's specifications and installation instructions, including surface cleaning methods and primers for crack sealant, for each item of proprietary material used.

C. Waterproofing system manufacturer’s certification indicating installer is an approved applicator in good standing.

D. Statement of Manufacturer's Review: Furnish a written statement from the coating manufacturer stating that he:

1. Is familiar with the project, aware of job conditions, and aware of associated sealants and concrete repair materials proposed for the project.

2. Agrees with the intended application of his products as specified.

3. Agrees with project Specifications. If necessary, submit revisions to project Specifications.

4. Agrees that its product is compatible with associated sealants and concrete repair materials proposed for the Project.

5. Agrees that specified products, materials, and procedures comply with applicable EPA and OSHA requirements regarding health and safety hazards.

6. Has reviewed field samples and agrees with application methods.

E. Submit written warranties as required by Article 1.06 of this Section.

F. Waterproofing system manufacturer’s representative’s field reports.

G. Written description of surface preparation methods proposed for new and existing concrete surfaces to receive waterproofing system.

H. Shop drawings indicating configuration of system flashings at projections and penetrations.
1.04 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in necessary crafts and who are completely familiar with specified requirements and methods needed for proper performance of work of this Section.

B. Obtain primary waterproofing materials from a single manufacturer.

C. Installer qualifications: Retain a waterproofing system installer who will be responsible for the installation of all components specified in this Section. Waterproofing system installer shall:

1. Have minimum 5 years of experience installing the specified waterproofing system from the same manufacturer proposed for the Project.

2. Provide a list of 5 projects with reference contact information completed within the last 5 years.

D. Manufacturer’s Field Representation:

1. At start of installation and during each day when waterproofing system is installed, provide services of waterproofing system manufacturer’s technical representative at site to inspect surface preparation, installation of waterproofing system and provide advice regarding installation. Waterproofing system manufacturer’s representative shall submit a written report indicating observations, deficiencies observed and remedial actions taken to correct observed deficiencies. Provide copies of waterproofing system manufacturer’s report to Engineer within 24 hours after representative’s inspection. Include cost for waterproofing system manufacturer’s inspections in Bid.

2. Manufacturer’s field representative shall be direct employee of the waterproofing system manufacturer.

E. Manufacturer’s Final Inspection: Upon completion of waterproofing system, an inspection shall be made by a representative of waterproofing system manufacturer of completed waterproofing system. Waterproofing system manufacturer’s representative shall submit a written report indicating observations, deficiencies observed and remedial actions taken to correct observed deficiencies. Provide copies of waterproofing system manufacturer’s report to Engineer within 24 hours
after representative’s inspection. Include cost for waterproofing system manufacturer’s inspections in Bid.

F. Pre-installation Conference: Conduct conference at Project site. Review methods and procedures related to waterproofing system including, but not limited to, the following:

1. Meet with the Engineer, the Owner Authorized Representative, Owner's testing and inspecting agency representative, waterproofing installer, waterproofing system manufacturer's technical representative, and installers whose work interfaces with or affects waterproofing, including installers of waterproofing accessories.

2. Review methods and procedures related to waterproofing installation, including manufacturer's written instructions.

3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and moisture emission rate.

5. Review special waterproofing details and condition of other construction that will affect waterproofing system.

6. Review governing regulations and requirements for insurance and certificates if applicable.

7. Review temporary protection requirements for waterproofing system during and after installation.


1.05 DELIVERY, STORAGE, AND HANDLING

A. Comply with provisions of Section 01 60 00 – Product Requirements.

B. Store roll goods on end. Remove roll goods which have been damaged from site.
C. Store materials in enclosures or on raised platforms with protective cover. Do not use plastic shipping wraps for weather protection.

D. Protect materials from damage by construction traffic.

E. Mark materials that are wet, damaged or exhibit condensation within the protective wraps and immediately remove from site.

F. Protect and permanently store materials in a dry, well-vented and weatherproof location as designated by Owner. Only materials to be used the same day shall be removed from this location. During winter, store materials in a heated location at 50 degrees F minimum temperature and remove only as needed for immediate use.

G. Keep materials away from open flame or welding sparks.

H. Do not exceed deck construction load capacity.

I. Store adhesives at temperatures between 60 degrees F and 80 degrees F. If exposed to lower temperatures, restore materials to 60 degrees F before using.

J. Keep materials away from open flame or welding sparks.

1.06 PROJECT CONDITIONS

A. Conduct preparation and application of waterproofing system in well-ventilated areas.

B. Do not allow waste products (petroleum, grease, oil, solvents, etc.) to come in contact with waterproofing membrane. Report exposures to foreign materials or chemical discharges to waterproofing system manufacturer and Engineer for evaluation.

C. Ensure concrete surfaces are dry, clean and sound prior to application of waterproofing system.

D. Maintain sufficient operable extinguishers, with proper agent, at site. Provide a foreman trained in use of extinguishers and their placement on site.

E. Equip kettles with a tight fitting cover. When in operation, place kettles a safe distance from combustible materials or buildings. Provide an attendant within 100
feet of kettles with a burner in operation. Do not permit ladders or other objects to obstruct his route to kettle.

F. Maintain propane bottles at a safe distance from kettles.

G. Provide and maintain “No Smoking Within 100 Feet” signs posted at location of propane bottles.

H. Apply waterproofing in dry weather. Do not apply waterproofing when rain, snow or fog are expected. Install materials under weather and substrate conditions (temperature, moisture, humidity) approved by waterproofing system manufacturer.

I. Protect work from heavy traffic.

J. Protect building walls, paving and landscaping adjacent to staging areas prior to commencing work.

K. Install only as much new waterproofing and flashing work as can be made weathertight each day.

L. Install temporary waterstops at end of each day’s work and remove before proceeding with next day’s work. Use waterstops that are compatible with adjacent materials. During inclement weather, provide labor, materials and equipment necessary to maintain a watertight seal. Protect building occupants and contents from damage caused by water leakage through plaza or inclement weather.

M. Arrange work sequence to avoid use of newly constructed waterproofing for storage, walking surface or equipment movement. Where such access is absolutely required, provide necessary protection and barriers to segregate work area and to prevent damage to adjacent areas. Provide both plywood and polyester felt protection, or plywood and 6-mil polyethylene sheets for new and existing plaza areas that receive traffic during construction.

N. Prior to and during application, remove dirt, debris and dust from surfaces by vacuuming, sweeping, blowing with compressed air and/or similar methods.

O. During application of materials, ensure that overloading of plaza deck and structure does not occur. Do not exceed maximum roof deck construction load indicated on Drawings.
1.07 WARRANTY

A. Waterproofing System Manufacturer’s Warranty:

1. Upon Substantial Completion of Work, waterproofing system manufacturer shall provide a Total System Warranty protecting Owner against costs of repairing leakage resulting from defects in components of waterproofing system supplied by waterproofing system manufacturer including, but not necessarily limited to, membrane, flashing and drainage composite, insulation, and defects in workmanship involved in their installation.

2. Warranty shall remain in effect for a period of 10 years.

3. Include cost of waterproofing system manufacturer’s warranty in Bid.

B. Waterproofing Contractor’s Warranty: Provide Owner with a written 3-year workmanship warranty. In event work related to waterproofing or flashing is found to be defective, has resulted in leaks or is otherwise not in accordance with Contract Documents within two years of Substantial Completion, remove and replace affected materials at no cost to Owner. Contractor’s warranty obligation shall be directly to Owner and a copy shall be sent to waterproofing system manufacturer.

PART 2 PRODUCTS

2.01 MATERIALS

A. General: Obtain waterproofing system components and its associated accessories from a single source to ensure total system compatibility and integrity. Acceptable Manufacturers:


B. Hot fluid-applied membrane for horizontal surfaces:

1. American Hydrotech Monolithic Membrane 6125

2. Barrett Ram-Tough 250 Rubberized Asphalt Waterproofing System

3. Carlisle CCW-500
C. Concrete Primer:
   1. American Hydrotech Surface Conditioner
   2. Barrett Ram Primer/Surface Conditioner
   3. Carlisle CCW-550 Primer

D. Flashing Membrane:
   1. American Hydrotech Flex Flash UN
   2. Barrett Ram Flash 327 HDR
   3. Carlisle CCW-711 Sheet Membrane

E. Flexible Reinforcement:
   1. American Hydrotech Flex Flash F
   2. Barrett Polyfelt 125 VP
   3. Carlisle CCW Reinforcing Cloth

F. Protection Course:
   1. American Hydrotech Hydroflex 30
   2. Barrett Ram 203 for horizontal surfaces and Ram 400 PS for vertical surfaces
   3. Carlisle CCW Protection Board-HS for horizontal surfaces and CCW Protection Board-V for vertical surfaces

G. Drainage Composite/Water Retention Mat:
   1. American Hydrotech Hydrodrain 700
   2. Barrett Ram Roofscape 1241
   3. Carlisle CCW MiraDrain 9000

H. Mastic/Lap Sealant:
   1. American Hydrotech Lap Sealant
   2. Barrett Ram Mastic
   3. Carlisle CCW-703 Vertical Grade Liquiseal

I. Termination Bar:
1. Sarnabar-Stainless Steel, by Sika Sarnafil, Inc.; or approved equal.

J. Insulation Board:

1. Extruded polystyrene insulation meeting requirements of ASTM C578, Type VII
2. Maximum individual board thickness: 2 inches
3. Maximum panel size: 4 feet by 8 feet

K. Accessories: Use associated accessories supplied by waterproofing system manufacturer.

PART 3 EXECUTION

3.01 GENERAL

A. Prepare concrete surfaces to receive waterproofing membrane in accordance with ASTM D5295.

B. Apply waterproofing membrane in accordance with ASTM D6622. Where discrepancies between the waterproofing system manufacturer’s instructions and ASTM D6622 exist, notify Engineer and waterproofing system manufacturer immediately.

3.02 INSPECTION

A. Contractor and waterproofing manufacturer’s technical representative shall examine surfaces to receive waterproofing system to verify it is acceptable and proper for application of waterproofing membrane.

B. Do not proceed with installation of waterproofing membrane until substrate defects have been corrected.

3.03 PREPARATION

A. Roughen concrete surfaces to receive waterproofing system using shotblasting or other suitable means approved by Engineer and waterproofing system manufacturer.

B. Thoroughly remove dirt, debris, oil and other contaminants from the surfaces to receive waterproofing membrane.
C. Ensure substrate surfaces are dry, smooth, free of depressions, voids, protrusions, clean and free of unapproved curing compounds, form release agents and other surface contaminants.

D. At each expansion joint repair location where waterproofing system is installed and at beginning of each day and before installation of waterproofing system on concrete deck, perform foaming and peel tests to evaluate concrete substrate conditions:

1. Foaming: Apply minimum 1 pint of modified asphalt at its maximum application temperature to a small area of deck. If foaming of modified asphalt occurs, do not proceed with installation of waterproofing membrane until deck has dried sufficiently.

2. Peel Test: After modified asphalt used in foaming test has cooled to ambient temperature, peel modified asphalt with a knife or sharp object. If modified asphalt readily strips clean from deck surface, do not proceed with installation of waterproofing membrane until deck has dried sufficiently.

3. Record results of foaming and peel tests and submit to Engineer.

E. In addition to foaming and peel tests, perform a substrate moisture test in accordance with ASTM F1869 or ASTM F2170, whichever is deemed appropriate by waterproofing manufacturer, at each expansion joint repair location.

1. Each test shall be performed within 16 to 24 hours prior to application of waterproofing membrane.

2. If tests indicate presence of moisture in the concrete substrate, do not proceed with the application until concrete has dried sufficiently.

3. If precipitation occurs or substrate is subjected to any exposure to moisture during or after performing the test, do not proceed with waterproofing system installation until the substrate surfaces can be dried and another test can be performed.

3.04 PRIMER APPLICATION

A. Spray-apply concrete primer to concrete substrate at the rate recommended by waterproofing system manufacturer, but not more than 300 square feet per gallon.
B. Allow sufficient time for concrete primer to dry thoroughly prior to the membrane application.

3.05 DETAILING AND FLASHINGS

A. Install flashing material at all locations required by waterproofing system manufacturer, and at the following locations whether required by the waterproofing system manufacturer or not:

1. All locations where a change in plane exceeding 45 degrees occurs
2. All drains
3. All penetrations through the slab
4. All inside and outside corners
5. All expansion joints below waterproofing membrane

B. Complete detailing and flashing work before installing membrane over field of substrate.

C. Install membrane flashing where shown on Drawings or where required by waterproofing system manufacturer.

D. Set flashing material in hot rubberized asphalt and press firmly to ensure full contact with substrate. Do not allow voids and air pockets to form below the flashing material. Voids below flashing membrane shall be cause for rejection.

3.06 HOT FLUID-APPLIED MEMBRANE

A. General:

1. Install hot fluid-applied membrane on surfaces scheduled to receive waterproofing membrane.
2. Heat membrane material in double-jacketed, oil-bath melter with mechanical agitation, specifically designed for preparation of a rubberized asphalt membrane. Equipment for heating and application of the material shall be approved by waterproofing system manufacturer.

B. Material Preparation:
1. Heat membrane material until it can be drawn free-flowing at a temperature range between 350 degrees F and 400 degrees F, unless otherwise required by waterproofing system manufacturer.

C. Membrane Application:

1. Apply liquid-applied membrane at a rate to provide a continuous, monolithic coating of thickness required by Manufacturer.

2. Fully embed a layer of reinforcement in membrane. Smooth the reinforcement into membrane and eliminate wrinkles. Follow Manufacturer’s standard details for placement of reinforcement at corners.

3. Overlap reinforcement sheets a minimum of 3 inches with liquid membrane applied between sheets.

4. Apply a second continuous monolithic coat of membrane over reinforcement. Minimum total thickness of hot fluid-applied membrane shall be 250 mils unless higher thickness is required by waterproofing membrane manufacturer.

3.07 PROTECTION COURSE INSTALLATION

A. Install a layer of protection course on all surfaces scheduled to receive waterproofing membrane.

B. Embed protection course into membrane immediately after application of membrane.

C. Overlap adjoining sheet edges a minimum of 3 inches to insure complete coverage.

D. Install overlaying materials as soon as possible after installation of protection boards.

3.08 DRAINAGE MAT INSTALLATION

A. Install drainage composite where shown on Drawings in accordance with Manufacturer’s recommendations.

B. Lay out and position drainage composite and allow to lay flat. Cut and fit drainage composite to perimeter and penetrations.
C. Bond geotextile overlap edges to adjacent drainage composite geotextile with waterproofing system manufacturer-approved adhesive to insure geotextile integrity.

D. Wrap drainage composite geotextile around drain risers to achieve proper drainage of water at drains.

E. At drainage composite terminations, wrap the drainage composite fabric over the exposed edge of the drainage composite.

F. Provide temporary ballast over insulation panels to prevent movements or wind blow off until subsequent layers are placed. Place subsequent topping materials as soon as possible.

3.09 INSULATION INSTALLATION

A. Install rigid insulation in accordance with approved shop drawings.

B. Lay insulation panels with tight joints, staggering joints between rows and layers of panels minimum 12 inches.

C. Provide temporary ballast over insulation panels to prevent movements or wind blow off until subsequent layers are placed.
   1. Where required by waterproofing system manufacturer, spot adhere insulation panels.

3.10 INTEGRITY TESTING/MANUFACTURER’S REVIEW

A. Perform water testing as follows:
   1. Water-test new waterproofing membrane at repaired expansion joint locations (2 locations) in accordance with ASTM D5957.
   2. At a minimum, testing shall consist of ponding water a minimum depth of 4 inches (at shallowest point) for a period of 48 hours.
   3. Monitor areas below the tested areas and terminate water test as soon as leaks manifest.
   4. If leaks should occur, drain water completely, dry the membrane and identify sources of water leaks. Repair leaks in accordance with Manufacturer’s instructions and repeat water test until no leaks are detected.
5. Obtain the Engineer’s and waterproofing system manufacturer’s written approval prior to proceeding with remaining work.

B. Obtain existing waterproofing membrane manufacturer’s review of waterproofing assembly at new expansion join locations, prior to placing new topping slab. Repair waterproofing assembly as required by manufacturer to maintain existing warranty.

END OF SECTION
PART 1  GENERAL

1.01  SUMMARY

A. Section Includes: Provide new field applied sealant joints where shown on Drawings.

B. Related Sections:
   1. Section 03 30 00 – Cast-In-Place Concrete
   2. Section 05 50 00 – Metal Fabrications
   3. Section 07 14 13 – Hot Fluid-Applied Waterproofing
   4. Section 07 90 00 – Joint Sealants
   5. Section 07 95 00 – Expansion Control

C. Measurement and Payment Procedures: Field-applied sealant joints will be paid for on a lump sum basis.

1.02  PERFORMANCE REQUIREMENTS

A. General: Provide sealant work as specified herein. If joints required to be sealed are not noted on Drawings, it shall be the responsibility of the Contractor to issue a request for information to Engineer, or obtain clarification from Engineer prior to submission of Bid.

1.03  SUBMITTALS

A. General: Submit in accordance with Section 01 33 00 – Submittal Procedures.

B. Physical samples of specified standard sealant colors for approval.

C. Qualification data for firms and persons responsible for sealant installation to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
1. Submit sealant manufacturer’s letter of certification that products are appropriate for the uses intended.

2. Include compatibility and adhesion test reports from sealant manufacturer indicating that materials forming joint substrates and joint sealant backings have been tested for compatibility and adhesion with joint sealants.

D. Certification by sealant manufacturer that:

1. Sealants, primers and cleaners required for sealant installation comply with local regulations controlling use of volatile organic compounds; and

2. Sealants are validated by Sealant, Waterproofing and Restoration Institute (SWRI).

E. Submit sample copy of sealant manufacturer’s 20-year labor and material warranty.

1.04 REFERENCES

A. American Society for Testing Materials (ASTM):


1.05 QUALITY ASSURANCE

A. General: Install sealant joints in accordance with ASTM C1193. Where discrepancies exist between these specifications, manufacturer’s requirements and the referenced standard; notify Engineer in writing.

B. Installer Qualifications: Engage an experienced installer who has completed sealant work similar in material, design and extent to that indicated for this Project and who has a record of successful in-service performance.

C. Single source responsibility for joint sealant materials: Obtain joint sealant materials and accessories from a single manufacturer for each product required.

D. Sealant manufacturer shall confirm in writing that all materials contacting the sealants, including joint backings, are compatible with the sealant to be installed. Schedule sufficient time to test these materials for compatibility with the sealant,
as necessary. Compatibility tests shall be performed to the sealant manufacturer’s standards.

E. Sealant manufacturer shall confirm in writing the appropriate joint preparation and priming techniques required to obtain rapid, acceptable adhesion of the joint sealants to the joint substrates.

1.06 PROJECT CONDITIONS

A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work and protection of materials and finishes.

B. Protect open joints from water infiltration during construction operations.

C. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
2. When joint substrates are wet.
3. When surface temperatures are less than 5 degrees F above the ambient dew point temperature.

D. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than allowed by sealant manufacturer for application indicated.

E. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.07 DELIVERY, STORAGE AND HANDLING

A. Deliver materials in their original, tightly sealed containers or unopened packages, all clearly labeled with the manufacturer’s name, product identification and lot numbers where applicable.
B. Store materials in strict accordance with the manufacturer’s printed instructions, copies of which shall be furnished to the Engineer.

1.08 WARRANTY

A. Submit a 20-year labor and material warranty issued by the sealant manufacturer.

PART 2 PRODUCTS

2.01 JOINT SEALANTS

A. General: Sealant materials shall be validated by SWRI.

B. Sealant: Dow Corning 756 SMS Building Sealant by Dow Corning Corporation.

2.02 MISCELLANEOUS MATERIALS

A. Backer Rod: Pre-formed, compressible, resilient, nonstaining, nonwaxing, nonextruding strips of flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

1. Reticulated, closed-cell polymeric foam, nonoutgassing, with a density of 40 kg/cu. m (2.5 pcf) and tensile strength of 240 kPa (35 psi) per ASTM D1623 and with water absorption less than 0.02 g/cc per ASTM C1083.

B. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

C. Primer: Material recommended, by sealant manufacturer, where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant-substrate tests and field tests. Sealant material manufacturer’s recommendations regarding primer shall be in writing.

1. Primer shall be used in all instances except when sealant manufacturer indicates in writing that use of primer is detrimental to adhesion of sealant to the substrate; or sealant adhesion tests indicate that primer reduces the ability of sealant to adhere to specific substrates.
D. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming in any way joint substrates and adjacent nonporous surfaces, and formulated to promote optimum adhesion of sealants with joint substrates. Sealant material manufacturer’s recommendations regarding surface cleaners shall be in writing.

E. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 EXECUTION

3.01 GENERAL

A. Apply joint sealant in accordance with ASTM C1193 and manufacturer’s written instructions. If there are any discrepancies between these Specifications, sealant manufacturer’s written instructions, and ASTM C1193, notify Engineer immediately.

3.02 JOINT SURFACE PREPARATION

A. Thoroughly remove the existing sealant and backing material from joints. Where required, remove remnants of existing sealant using grinders and course sanding pads.

B. Clean and dry all joint surfaces. Joint surfaces shall be free of dirt, dust, release agents, moisture and laitance.

C. Clean porous surfaces with abrasion cleaning followed by blasts of oil-free compressed air. Exterior surfaces must be visibly dry before installation.

D. Clean nonporous surfaces with a degreasing solvent using a clean, white, oil-free, lint-free cloth. If the cloth becomes dirty, change to a clean cloth immediately.

E. Use backer rod of a diameter 25 percent greater than the joint width. Install backer rod with a blunt instrument, and remove and replace any punctured rod with a new backer rod. Install rod so that the sealant depth is one-half the joint width, but no less than 1/4 inch and not more than 3/8 inch.
F. Where a bond breaker is required for joint geometry, install bond breaker of width to match the existing width of joint.

G. Apply masking tape in areas of high visibility to ensure good aesthetics.

3.03 PRIMER APPLICATIONS

A. Use primer in all instances except when sealant manufacturer indicates in writing that use of primer is detrimental to adhesion of sealant to the substrate; or sealant adhesion tests indicate that primer reduces the ability of sealant to adhere to specific substrates.

B. Select primer selection in accordance with the sealant manufacturer’s written recommendations.

C. Apply primer with a natural bristle brush on porous substrates, and with clean, dry, lint-free cloth on all other surfaces. Flooding of the surface with any primer should be avoided. For all other surfaces, the sealant manufacturer’s recommendations shall be consulted and followed.

3.04 SEALANT APPLICATION

A. General: Apply joint sealants according to sealant manufacturer’s instructions.

B. Silicone Building Sealants:

1. A minimum 2:1 width to depth ratio with an hourglass shape is required with a maximum of 3/8-inch depth and a minimum of 1/4 inch over the backer rod or bond breaker. Maintain a minimum 1/4-inch bond line (“bite”) on all surfaces.

2. Apply by cartridge-type caulking gun, bulk-loading gun or air-pressure equipment following sealant manufacturer’s written instructions. Sealant may also be pumped from bulk containers.

3. Ensure no air voids throughout the entire joint cross section. To ensure complete joint fill, tool joints within 10 to 20 minutes of sealant application. If masking materials are used, remove them immediately after tooling the sealant.
4. Tool all joints properly to achieve uninterrupted adhesion to substrate and proper joint geometry.

5. Finish with sand to match adjacent mortar color.

3.05 FIELD QUALITY CONTROL

A. The Contractor shall be responsible for the proper application of the materials.

B. Field adhesion testing will be performed by the Engineer. Provide assistance to Engineer for performing tests.

C. Hand pull test procedure:

1. Make a knife cut horizontally from one side of the joint to the other.

2. Make two vertical cuts (from the horizontal cut) approximately 3 inches long, at both sides of the joint.

3. Place a 1-inch mark on the sealant tab, and grasp the 2-inch piece of sealant firmly just beyond the 1-inch mark.

4. Pull at a 90 degree angle.

5. If dissimilar substrates are being sealed, check the adhesion of sealant to each substrate separately. This is accomplished by extending the vertical cut along one side of the joint, checking adhesion to the opposite side, and then repeating for the other surface.

6. Pass/fail criteria for the sealants: If the sealant does not pass according to the guidelines provided, notify Engineer and sealant manufacturer’s field representative. Passing criteria shall be as follows:

   a. Silicone building sealant: Pull tab 3 inches (300 percent extension) without bond loss.

7. Inspect the joint for complete fill. The joint should not have voids.

8. Retain a copy of the test results in a field adhesion test log. The log must be retained as part of the warranty procedure.

9. Repair the sealant pulled from the test area by applying new sealant to test area.
a. Assuming good adhesion was obtained, use the same application procedure to repair the area as was used to originally seal it.

b. Care should be taken to ensure that the original sealant surfaces are clean and that the new sealant is in contact with the original sealant.

c. No primer shall be used on substrates surfaces that have remnants of recently installed sealant.

10. Performance of field adhesion testing by Engineer shall not relieve the Contractor from performing its own field adhesion testing as part of its quality control procedures.

3.06 CLEANING

A. Remove masking tape where used. Clean the surfaces of materials adjacent to the joints where sealant was applied free of excess sealant or other soiling due to sealing applications.

1. Scrape excess sealant from the surface, and clean the remaining residue on metal surfaces with xylene or mineral spirits.

2. Clean the surfaces as work progresses and before the sealant begins to cure.

END OF SECTION
PART 1  GENERAL

1.01  SUMMARY

Section Includes:

1. Repair existing plaza deck expansion joints.
2. Provide new plaza deck topping slab expansion joints.

B. Related Sections:

1. Section 03 30 00 – Cast-In-Place Concrete
2. Section 05 50 00 – Metal Fabrications
3. Section 07 14 13 – Hot Fluid-Applied Waterproofing
4. Section 07 90 00 – Joint Sealants

C. Payment Procedures: Work of this Section will be paid for on a lump sum basis.

D. Incidentals: Removal of existing expansion joint material and surface preparation shall be incidental to the work of this Section.

1.02  SUBMITTALS

A. Comply with pertinent provisions of Section 01 33 00 – Submittal Procedures.

B. Product Data: Submit manufacturer’s specifications and installation instructions for each proprietary material used.

C. Submit physical samples of expansion joint materials.

D. Submit written warranty as required by Article 1.06 of this Section.

E. Statement of Manufacturer's Review: Provide written statement from manufacturer of each proprietary repair material used attesting that their products
comply with specification requirements (submit revisions to specifications if necessary), are proper and adequate for this application, and are compatible with adjacent systems and materials. Statement shall also indicate observations made and approval of methods, joint size, and configuration of joint types utilized in the field sample.

1.03 QUALITY ASSURANCE

A. Manufacturer Qualifications:

B. Provide all primary products specified in this section by a single manufacturer with a minimum of 10 years of experience in the design and fabrication of expansion joint assemblies.

C. Installer Qualifications:

1. Retain an installer who is trained and approved by expansion joint material manufacturer for use of materials and equipment to be employed in the Work.

2. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in necessary crafts and who are completely familiar with specified requirements and methods needed for proper performance of work of this Section.

D. Mock-ups: Prior to start of expansion joint work, provide a minimum 4-foot long section of upper and lower expansion joints to incorporate existing substrate preparation and installation of new expansion joint material. Mock-up shall include a sample transition detail. Engineer shall be present during the installation of mock-ups.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Comply with pertinent provisions of Section 01 60 00 – Product Requirements.

B. Supply material precompressed to less than joint size and packaged in shrink-wrapped lengths (sticks).
1.05 WARRANTY

A. Provide 3-year written warranty signed by the Contractor, agreeing to replace defective materials and workmanship for expansion joint repairs. Defects include leakage through the expansion joint, debonded expansion joint material or other distress associated with improper application or material deficiencies.

B. Upon notification of defects by Owner within warranty period, make necessary repairs or replacement at convenience of Owner and at no cost to Owner.

PART 2 PRODUCTS

2.01 GENERAL

A. Provide components of each expansion joint system from a single source.

2.02 EXPANSION JOINT MATERIAL

   1. Adhesive: As recommended by manufacturer.

   1. Size: As shown on Drawings.
   2. Adhesive: As recommended by manufacturer.
   3. Sealants: As recommended by manufacturer.

C. Provide manufacturer’s pre-fabricated transitions and corners.
2.03 OTHER MATERIALS

A. Provide other materials, such as primers and sealants, not specifically described but required for a complete and proper installation, as selected by Contractor and subject to approval of Engineer and expansion joint material manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

A. Remedy conditions detrimental to proper installation of expansion joint material and immediately report in writing to Engineer any deficiencies that render surfaces unsuitable for proper execution of Work.

B. Do not proceed until unsatisfactory conditions have been corrected. Commencement of expansion joint installation constitutes acceptance of substrate conditions by installer and expansion joint material manufacturer.

3.02 SURFACE CONDITIONS AND PREPARATION

A. Install expansion joints only when substrate and ambient temperatures are 5 degrees F above dew point temperature, and are expected to remain above 40 degrees F and below 60 degrees F for a minimum of 24 hours after installation.

B. Mechanically clean all substrate surfaces to assure that substrates are dry, sound, and free from frost, dirt, oil, concrete curing compounds, previous sealant materials, and other foreign matter.

C. During installation, protect adjacent finish surfaces from contamination and damage.

3.03 INSTALLATION

A. Install expansion joint materials in accordance with manufacturers’ instructions.

B. Install expansion joint material in the longest continuous length possible.
C. No drilling, or screwing, or fasteners of any type are permitted to anchor the expansion joint system into the substrate.

3.04 CLEAN AND PROTECT

A. Protect the system and its components during construction. Subsequent damage to the expansion joint system will be repaired at Contractor’s expense. After work is complete, clean exposed surfaces with a suitable cleaner that will not harm or attack the finish.

END OF SECTION
SECTION 09 97 13.23
EXTERIOR STEEL COATING

PART 1 GENERAL

1.01 SUMMARY
A. Section Includes:
   1. Paint galvanized steel railing post connection/embed plates.
B. Measurement and Payment Procedures:
   1. Payment for preparation and the coating of connection/embed plates shall be incidental to plaza deck topping slab rehabilitation.

1.02 SUBMITTALS
A. Product Data: Submit manufacturer's specifications and installation instructions for each item of proprietary material used, showing compliance with these Specifications.
B. Statement of Manufacturer’s Review: Submit a statement signed by coating manufacturer stating that:
   1. Contract Documents have been reviewed by coating manufacturer.
   2. Manufacturer agrees that specified products, materials and procedures comply with applicable EPA and OSHA requirements regarding health and safety hazards.
   3. Manufacturer has reviewed and tested samples for proper adhesion of new coating applied over galvanized steel surfaces;
   4. Specified products, materials and procedures are proper and adequate for application shown and are compatible with adjacent materials including existing coatings to remain.
C. Submit written warranty as required by Article 1.06 of this Section.
1.03 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in necessary crafts and who are completely familiar with specified requirements and methods needed for proper performance of work of this Section.

B. Continuously check coating thickness during application with a wet mil thickness gauge. Provide a wet mill gauge for use of Engineer at all times.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Store materials in a cool, dry place out of direct sunlight at temperatures between 35 degrees and 110 degrees F. Do not allow materials to freeze.

1.05 PROJECT CONDITIONS

A. Do not apply coating in snow, rain, fog or mist; or when following conditions exist:
   1. Relative humidity exceeds 90 percent.
   2. Rain or snow is expected within 24 hours.
   3. Railing surfaces are wet, damp or frozen.

B. Do not apply coating unless ambient and surface temperatures are at least 5°F above dew point and rising at time of coating application.

C. Apply coating only when surface temperatures are within following limits:
   1. Primer: 50 to 120 degrees F
   2. Top Coat: 40 to 120 degrees F

1.06 WARRANTY

A. Provide a written guarantee against failure of coating materials for a period of 3 years after Substantial Completion. "Failure" is hereby defined to include cracking, flaking, peeling, blistering, loss of adhesion to substrate, non-uniform color change from area to area (exclusive of uniform fading due to natural effects of weathering), and loss of water-resistant qualities leading to formation of rust on steel substrate.
B. In event of a coating failure, provide labor and materials to prepare and re-coat affected areas. Upon notification of defects, make necessary repairs or replacement at no cost to Owner and at convenience of Owner. Perform repair work in accordance with requirement of these Contract Documents.

PART 2 PRODUCTS

2.01 MANUFACTURER
   A. Tnemec Company, Inc., www.tnemec.com

2.02 PRIMER
   A. Tnemec Series 135 Chembuild Modified Polyamidoamine Epoxy
   B. Color: Best suited for selected top coat color.

2.03 TOP COAT
   A. Tnemec Series 73 Endura-Shield
   B. Color: Match existing railings.

2.04 SOLVENTS, THINNERS AND CLEANERS
   A. As recommended by powder coating manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION
   A. Examine areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of Work. Do not proceed until unsatisfactory conditions are corrected.

   B. Notify Engineer of any conditions such as severely corroded steel tubing that may require further attention or possible replacement. Commencement of coating work will constitute Contractor's acceptance of substrate surfaces.
3.02 PREPARATION

A. Prior to beginning work in any area, cover adjacent surfaces by masking, sheeting, drop-cloths or other suitable methods to protect against spills, overspray, drips and other damage.

B. Notify Owner sufficiently in advance of any on-site property such as parked vehicles, equipment, etc., which may be damaged from coating operations overhead.

C. In areas designated to receive new coating, remove existing loose paint, inadequately bonded paint and corrosion products down to bare metal. Removal of paint may be performed by chemical stripping if previously approved in writing by paint manufacturer. After removal of existing paint and rust, prepare existing surfaces to receive specified coatings in accordance with paint manufacturer’s recommendations.

D. Material Preparation:

1. Carefully mix and prepare coating materials according to manufacturer’s directions.

2. Use only thinners approved by paint manufacturer and only within recommended limits.

3.03 APPLICATION

A. Coating Application:

1. Do not paint over dirt, rust, scale, grease, oil, moisture or other surface conditions that are detrimental to formation of a durable paint film.

2. Apply coating on all surfaces at the following minimum thicknesses:

<table>
<thead>
<tr>
<th>Coat</th>
<th>Wet Mils</th>
<th>Dry Mils</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primer</td>
<td>6.0 mils</td>
<td>5.0 mils</td>
</tr>
<tr>
<td>Top Coat</td>
<td>4.5 mils</td>
<td>2.5 mils</td>
</tr>
</tbody>
</table>

3. Apply coatings in accordance with manufacturer’s written recommendations.
4. Ensure that all surfaces including radiused edges, corners, welds and inverted surfaces receive a dry film thickness equivalent to that of a flat surface.

END OF SECTION
General Notes:
1. Perform all work in accordance with the project manual and all local, state, and federal codes and regulations.
2. Specifications and drawings shall be considered exhaustive for each project. Neither the drawings nor specification shall take precedence over the other. In the event of any discrepancy between the specifications and drawings, the specifications shall prevail.
3. Details for work are based on approved drawings and dimensions. Deviations from drawings and dimensions are not permitted. Any changes or revisions to the drawings or specifications shall be made in writing and signed by the architect and the contractor.
4. Notify the architect immediately if anything on the plans or specifications is not clear or if any discrepancies are noted.
5. The design and details shown on these drawings are intended to comply with the requirements of the 2018 edition of the International Building Code, with the Village of Glen Ellyn Amendments.
6. The architect reserves the right to correct any errors that may have been overlooked or omitted in the preliminary drawings.
7. In addition to the requirements of the specifications, all proprietary materials shall be provided in accordance with the manufacturer's written instructions. If there are any discrepancies between the manufacturer's written instructions and the specifications, notify the architect prior to installation.
8. Offsite shops and manufacturing required for work shown prior to start of work.
9. Provide dust and water damage control, for interior areas of the building throughout the course of the project. All such damage shall be reported to the architect.
10. Water damage control, for interior areas of the building throughout the course of the project, shall be reported to the architect.
11. Do not alter dimensions of the drawings.
12. All materials are to be selected and furnished based on American HydroTech's specifications and drawings. The minimum 945 sq ft is to be used for the project. If a product other than American HydroTech is used, the contractor will provide details for that product.

Certifications:

Building Technology Consultants, Inc.
1845 E. Rand Road, Suite L100
Arlington Heights, Illinois 60004
www.btc.expert
BTC Project No: 18-411
Plaza Deck Rehabilitation
College of DuPage Berg Instructional Center
425 Fawell Boulevard
Glen Ellyn, Illinois

Drawing Index:
AR-000 Cover Sheet and Map
AR-001 Scope of Work Notes
AR-101 Plaza Deck Overall Plan
AR-102 Partial Plaza Deck Plans
AR-103 Partial Plaza Deck Plans
AR-104 Partial Plaza Deck Plans
AR-501 Details
AR-502 Details
AR-503 Details
AR-504 Details

Abbreviations:
AR-000 Cover Sheet and Map
AR-001 Scope of Work Notes
AR-101 Plaza Deck Overall Plan
AR-102 Partial Plaza Deck Plans
AR-103 Partial Plaza Deck Plans
AR-104 Partial Plaza Deck Plans
AR-501 Details
AR-502 Details
AR-503 Details
AR-504 Details

Symbols:
- Section
- Detail No.
- Detail Cutout
- North Arrow
- Photo Reference

SITE PLAN

Plaza Deck Rehabilitation
College of DuPage Berg Instructional Center
425 Fawell Boulevard
Glen Ellyn, Illinois
Scope of Work:

1. PREPARE FLIGHT DECK EXPANSION JOINTS, NOELS, DILATION JOINTS, AND PROPERLY DETECTED CONCRETE FILLIES FOR EXPANSION JOINTS, TO BE DETECTED ON DRAWINGS AND PROVIDE THE CORRECT PERCENTAGES OF CONCRETE FILLIES AS SHOWN ON DRAWINGS.

2. MODIFY CONCRETE TOPPLING TO FORM FOR INSTALLATION OF FLIGHT DECK EXPANSION JOINTS, AS SHOWN ON DRAWINGS.

3. PROVIDE CONCRETE TOPPLING FOR INSTALLATION OF FLIGHT DECK EXPANSION JOINTS, AS SHOWN ON THE DRAWINGS.

4. PROVIDE CONCRETE TOPPLING FOR INSTALLATION OF FLIGHT DECK EXPANSION JOINTS, AS SHOWN ON DRAWINGS.

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15. PROVIDE CONCRETE TOPPLING FOR INSTALLATION OF FLIGHT DECK EXPANSION JOINTS, AS SHOWN ON DRAWINGS.

16. PROVIDE CONCRETE TOPPLING FOR INSTALLATION OF FLIGHT DECK EXPANSION JOINTS, AS SHOWN ON DRAWINGS.
1. **VERTICAL SECTION @ EXISTING EXPANSION JOINT**

   - 1 1/2" = 1'-0"

2. **VERTICAL SECTION @ RAILING BETWEEN CONTROL JOINT AND EXPANSION JOINT**

   - 1 1/2" = 1'-0"

3. **VERTICAL SECTION @ NEW EXPANSION JOINT**

   - 1 1/2" = 1'-0"

4. **NEW EXPANSION JOINT PLAN DETAIL @ RAILING**

   - 6" = 1'-0"

Note: See section 1 for information on all other sections.
EXHIBIT C – PREVAILING WAGE FORM

Prevailing Wage Form

In an effort to meet the Prevailing Wage Survey requirements of the State of Illinois, the College of DuPage has established the Prevailing Wage Form that will assist in reporting Prevailing Wage information. Please complete the information below and return to the College of DuPage Project Manager.

Project Name: ____________________________

Project Bid/RFP#: _________________________

Contractor Information:

<table>
<thead>
<tr>
<th>Company Name</th>
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<tbody>
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<td>Suite/Floor</td>
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<tr>
<td>City:</td>
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<td>Zip Code</td>
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<tr>
<td>Phone:</td>
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<td>Fax:</td>
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</table>

Contractor Contact Information:

<table>
<thead>
<tr>
<th>First Name</th>
<th>MI</th>
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<tbody>
<tr>
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<td></td>
<td>Zip</td>
</tr>
<tr>
<td>Primary Phone</td>
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</table>

College of DuPage Project Manager: ____________________________ Date: ____________
EXHIBIT D – SAMPLE SMALL PROJECTS AGREEMENT
THIS AGREEMENT ("Agreement") is made as of "Insert Date" by and among Community College District 502 (COLLEGE OF DuPAGE), ("COD") and ____________________ ("Contractor").

COD and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain work in connection with the Project, as hereinafter provided. In consideration of the performance of work by Contractor and the payment for such work by COD, the parties agree as follows:

1. **Scope of Project.** Contractor shall perform work for COD in connection with the Project, including specifically, the matters set forth on Exhibit 1. Contractor shall perform all work with the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all work in the most expeditious manner consistent with the interests of COD. Contractor shall promptly notify COD immediately in writing: (i) of any information required from COD so Contractor can complete its work in a timely manner; and (ii) of any work requested by COD that is not included in the scope of work provided in Exhibit 1.

The Contractor understands that COD may engage other Contractors or COD personnel to work in areas near the Contractor's work. Contractor shall cooperate with such others so that work is not disrupted or delayed.

The Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the safe work of its employees and its subcontractor's employees.

The work shall be completed Prior to "Insert Date". Time is of the essence under this Agreement.

2. **Payment to Contractor.** COD shall pay Contractor for Contractor’s work properly performed under this Agreement. Contractor’s work shall be billed as set forth in Exhibit 2 and in no event shall the total amount due to Contractor under this Agreement exceed the total contract sum following, without COD’s prior written approval:

   Total Contract Sum:   $ TBD (numbers and words)

3. **Defective Work and Guarantee.** Contractor shall promptly correct any defective work. Payment by COD for any work otherwise determined to be defective shall not relieve Contractor of its obligation to correct. Contractor shall warrant and guarantee all work to be free from defect for one year following substantial completion of the work.

4. **Indemnification and Insurance.** Contractor hereby agrees to indemnify and hold COD, its trustees, officers, agents, employees and any other parties designated by COD (COD, its trustees, officers, agents, employees any other parties designated by COD hereinafter collectively called the “Indemnitees”) harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys’ fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts. Contractor shall procure, at no expense to COD, the insurance coverages set forth in Exhibit 3. Contractor shall adhere to all provisions of Exhibit 3.

5. **Performance and Payment Bond.** For every Small Project greater than Five Thousand Dollars ($5,000), Contractor shall procure, a performance and payment bond with a surety with a Best Rating of A, VI. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds abrogating COD’s rights or remedies, otherwise available in contract or law, are void.

6. **Termination.** COD may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable
satisfaction of COD. COD shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity.

7. **Liens.** Upon COD’s request, contractor shall submit mechanics’ lien waivers in form acceptable to COD with each statement for work rendered or request for payment. Should liens be placed on the project by any subcontractor, contractor shall indemnify COD for all costs, expenses and attorneys fees incurred in the defense of such lien.

8. **Materials.** All materials incorporated into the work shall be new and of high quality. Contractor shall adhere to all manufacturer’s recommendations. If requested by COD or otherwise set out in the contract documents, Contractor shall, before purchase of such material, submit to COD for COD’s review, and in a format acceptable to COD, all product data and literature. All manufacturer’s warranties shall be forwarded to COD prior to substantial completion of the work.

9. **Changes in Scope of Work.** COD may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions. No such work shall be performed unless and until such change is agreed in writing by COD and Contractor. If the change in work will result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up. COD shall solely select the method of pricing.

10. **Successors and Assigns.** Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the COD. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. **Controlling Law.** This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

12. **Entire Agreement; Conflict.** This Agreement incorporates COD’s bid instruction and request documents and Contractor’s bid. This Agreement represents the entire agreement between Contractor and COD and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by COD and Contractor. In the event of a conflict between this Agreement and a proposal from Contractor or any exhibits hereto, this Agreement shall control, followed by COD’s bid instruction and request documents, and finally, by Contractor’s bid.

13. **Prevailing Wage Act.** To the extent required by law, contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating The Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq.

14. **Human Rights Act.** To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 et seq.

15. **Drug Free Workplace.** To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.

16. **Sexual Harassment Policy.** Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4).

This Agreement has been executed the day and year provided above.

COLLEGE OF DUPAGE  
Contractor:

By: ________________________________  
Name: Dr. Brian Caputo  
Title: VP Administration, CFO

By: ________________________________  
Name: ________________________________  
Title: ________________________________
SCOPE OF WORK

[List BID Package and any addendums]
Contractor shall submit monthly statements for work rendered. The statements will be based upon Contractor’s work completed at the time of billing on the basis of actual work performed. COD shall make payments to Contractor sixty (60) days after receipt of Contractor’s statements properly submitted. Monthly statements shall detail Amount Currently Due, Previous Amount Billed, and Balance of Contract Outstanding. In the event of termination for convenience by COD as herein provided, Contractor shall be paid for work properly rendered prior to termination, or as otherwise provided herein.

Requests for Payment shall be submitted no more than once per month in a format acceptable to COD.

Any terms or payment provisions, such as penalties or interest, contained on Contractor’s invoices shall be of no effect.

COD may withhold payment from monies otherwise due to the Contractor to compensate the COD for the cost of repairing defective work or completing incomplete work in case of Contractor default.

If COD selects agreed unit rates as the method of payment for base scope work or change order work, the agreed unit rates are as set forth below:

**UNIT RATE SCHEDULE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor shall be allowed 10% mark-up on change order work when time and material reimbursable method of pricing is selected.
CONTRACTOR’S LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with Community College District 502, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers’ compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
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</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability</strong> including:</td>
<td>Combined Single Limit Per Occurrence/Aggregate</td>
</tr>
<tr>
<td>1. Premises – Operations</td>
<td>$1,000,000 / $2,000,000</td>
</tr>
<tr>
<td>2. Explosion, Underground and Collapse Hazard</td>
<td></td>
</tr>
<tr>
<td>3. Products/Completed Operations</td>
<td></td>
</tr>
<tr>
<td>4. Contractual Insurance</td>
<td></td>
</tr>
<tr>
<td>5. Broad Form Property Damage</td>
<td></td>
</tr>
<tr>
<td>6. Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>7. Bodily Injury</td>
<td></td>
</tr>
<tr>
<td><strong>Automobile Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Owned, Non-owned, or Rented</td>
<td>$1,000,000 / $2,000,000</td>
</tr>
<tr>
<td><strong>Workers’ Compensation and Employers’ Liability</strong></td>
<td>As Required by Applicable Laws.</td>
</tr>
<tr>
<td><strong>Professional Liability</strong></td>
<td>If Performance Specifications are Required by the Contract</td>
</tr>
</tbody>
</table>