

CONTRACT DOCUMENTS
FOR
SALT STORAGE BARN
FOR
CITY OF OAKBROOK TERRACE, IL

BID SUBMITTED BY

COMPANY NAME

STREET ADDRESS

DATE

CBBEL PROJECT NO. 01.R920032.B0130

FOR BID

BID DUE _____, 2025 (BEFORE 10:00 A.M. LOCAL TIME)

PROJECT SPECIFICATIONS AND INFORMATION

FOR

SALT STORAGE BARN

FOR

CITY OF OAKBROOK TERRACE, IL

OWNER: **CITY OF OAKBROOK TERRACE
17W275 BUTTERFIELD ROAD
OAKBROOK TERRACE, IL 60181**

CONSULTANT: CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 WEST HIGGINS ROAD
SUITE 600
ROSEMONT, IL 60018
(847) 823-0500

CONTRACT DOCUMENTS CONSISTING
OF

BIDDING REQUIREMENTS
CONTRACTUAL DOCUMENTS
TECHNICAL SPECIFICATIONS

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DRAWINGS

SECTION 00 08 50

Drawings have been included in these Bidding Documents for informational purposes only and may not reflect all existing conditions. The information provided is not intended to depict all Work. Contractor shall be responsible for inspecting the site and determining actual conditions and the nature of Work involved for this Project.

If awarded the Contract and before starting Work, the Contractor shall field verify for accuracy all information pertinent to this project and conditions as noted thereon. Any discrepancies found shall be brought to the attention of the Owner immediately. If such discrepancies will result in changes to Contractor's prices, these changes shall be discussed with the Owner and executed before Contractor starts Work. The Owner will not accept any changes in Contract Price after start of Work which may or may not be due to any discrepancy in the information presented.

END OF SECTION

ADVERTISEMENT FOR BIDS

SECTION 00 11 13

The Mayor and City Council will receive sealed proposals for the following improvements at City Hall, 17W275 Butterfield Road, Oakbrook Terrace, IL 60181 until 10:00 A.M. on _____, _____, 2025.

CITY OF OAKBROOK TERRACE, IL SALT STORAGE BARN

Proposals will be publicly read aloud at 10:01 A.M. on _____, _____, 2025. No bid shall be withdrawn after the opening of the proposals without the consent of the Mayor and City Council for a period of forty-five days after the scheduled time of closing bids.

This project generally consists of the construction of a 40' wide x 60' deep concrete and wood salt storage structure; and all other related appurtenances and accessories necessary to complete the Work.

A pre-bid meeting will be held at Oakbrook Terrace Public Works on _____, 2025, at 10:00 a.m., local time to tour the facility. The purpose of the pre-bid meeting is to allow Bidders to inspect the facilities scheduled for improvements. The address of Public Works is 17W130 Butterfield Road, Oakbrook Terrace, IL 60181.

All proposals shall be sealed in an envelope, addressed to the City of Oakbrook Terrace, attention Finance Director. The name, address and phone number of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer.

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under Login using QuestCDN #9271276 for a non-refundable charge of \$30.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. A hard copy of the plans may also be viewed at CBBEL's offices located at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

A certified check/bank draft drawn on a solvent bank, payable without condition to the City of Oakbrook Terrace, or a bid bond in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A Performance Bond and Payment Bond, each in a sum equal to one hundred percent (100%) of the amount of the bid with sureties to be approved by the Mayor and City Council, must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bonds upon acceptance of such bid or proposal.

Contractors and Subcontractors shall conform to the "Public Works Preference Project" Act, (30 ILCS 560/1, et Seq.)

Contractors shall be required to pay not less than the prevailing wage rates on the Project as established by the United States Department of Labor and the State of Illinois Department of Labor. Copies of these wage rates are incorporated in the Contract Documents.

Bids will only be received from qualified contractors. The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the Mayor and City Council their best interests will be promoted thereby.

Mayor and City Council
City of Oakbrook Terrace

END OF SECTION

INSTRUCTIONS TO BIDDERS

SECTION 00 21 13

00100 GENERAL

To demonstrate qualification for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, and/or current commitments.

Escalation of Contract price will not be allowed. All prices quoted must represent the entire cost in accordance with the Contract Document and no subsequent claim will be recognized for any increase in wage scales, material prices, cost indexes, or other rates affecting the construction industry or this project.

Bidders are required to attend the pre-bid meeting as described herein.

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under Login using QuestCDN #9271276 for a non-refundable charge of \$30.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. A hard copy of the plans may also be viewed at CBBEL's offices located at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

00101 BID DUE DATE, TIME AND PLACE

Signed bids, under seal, executed and dated for furnishing all services, labor, equipment, materials, and performing all Work necessary for the **Salt Storage Barn** located at **17W130 Butterfield Road**, all in accordance with the Contract Documents, will be received from Pre-Qualified Contractors by the Owner located at the **City of Oakbrook Terrace, 17W275 Butterfield Road, Oakbrook Terrace, IL 60181** on or before **10:00 a.m.** local time on the _____ day of _____, 2025.

Bids will be opened publicly and read aloud at the above address at 10:00 a.m. local time. No immediate decision shall be rendered concerning the proposals submitted.

If only one bid has been received on the day of the bid opening, this bid may not be opened, but instead be presented to the **City Council** at its next regular council meeting for consideration.

Bid offers submitted after the above bid opening due time will be returned to the Bidder unopened.

00102 SUBMISSION OF BID

Bidders shall submit **one (1) copy** of their proposal, together with Bid Security, affidavit of non-collusion and all other documents bound herewith, including all Addenda issued, in sealed envelope addressed as follows:

**City of Oakbrook Terrace
17W125 Butterfield Road
Oakbrook Terrace, IL 60181**

Subject: **Proposal for Salt Storage Barn**

In addition the sealed envelope submitted by the Bidder shall include the following information on the envelope face: Bidders name and address, and the date and hour of bid opening as designated herein.

Where proposals are sent by mail, special messenger, courier service, etc. the Bidder shall be responsible for the delivery of the Bid as designated herein prior to the designated date and hour for the opening of the Bids. If delivery is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered and will be returned unopened to respective bidders.

INSTRUCTIONS TO BIDDERS

00103 PROJECT DESCRIPTION & SCHEDULE

The Project in general consists of the construction of a 40' wide x 60' deep concrete and wood salt storage structure; and all other related appurtenances and accessories necessary to complete the Work.

The location of the project site is **17W130 Butterfield Road, Oakbrook Terrace, Illinois 60181.**

Access to the project site during construction activities will be allowed by the Owner during normal working hours; Monday through Friday, 7:00 a.m. to 4:00 p.m. **(or as otherwise directed by the Owner).**

Security Precautions. Contractor shall be responsible for any and all security precautions which may be required during the course of the Work.

Working Hours. The Owner will admit Contractors to the job site during working hours from 7:00 AM to 4:00 PM weekdays. Saturday and Sunday construction activities will not be allowed.

Project Schedule. Time is of the essence for the completion of the Work of this Contract. The Work of these Contract Documents is required to be completed within **one hundred eighty (180) consecutive** calendar days. The successful Bidder shall submit in writing, a construction schedule showing sequence of operations for review by the Owner prior to commencement of Work.

00104 LICENSE OR ROYALTY FEES.

If the Project is designed to require or permit use of processes, articles, apparatus or equipment for which licenses, or royalty fees will be charged, fees shall be paid directly by Contractor to patentee, licensee or owner of such processes, and fees shall be included in bid.

00105 EXAMINATION BY BIDDER

The Bidder shall, before submitting his/her proposal, carefully examine the Contract Documents, proposal, and bond and insurance requirements. The Bidder shall inspect in detail the site of the proposed Work and familiarize themselves with the detailed requirements of all Work including the demolition Work, together with work to be performed by others, and with all the local conditions affecting the Contract under which he/she will be obligated to operate in performing the Work. By submission of a bid it is understood that the Bidder has satisfied this mandatory requirement. If his Bid is acceptable, the Bidder shall be responsible for, and the **Owner** will make no allowance for, any errors in his/her proposal resulting from his/her failure or neglect to comply with these instructions.

A pre-bid meeting will be held only on _____, 2025 at 10:00 a.m. local time, with all prospective bidders for the purposes of clarification, questions, site inspection, etc. Bidders will be responsible for signing an attendance register. Meeting will be held at the site located at 17W130 Butterfield Road, Oakbrook Terrace, IL 60181. No other individual information session will be held by the Owner relating to this bid.

00106 (NOT USED)

00107 INTERPRETATION OF CONTRACT DOCUMENTS

Questions regarding documents, discrepancies, omissions, or intent of the Specifications or Drawings shall be submitted in writing to Owner at least ten (10) days prior to opening of Bids to provide time for issuing and forwarding an Addendum. Any interpretation of the Contract Documents will be made only by Addendum duly issued or delivered by the Owner to each person receiving a set of Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. Failure on the part of the prospective Bidder to receive a written interpretation prior to the time of bid opening will not be grounds for withdrawal of his/her proposal. The Bidder shall acknowledge receipt of each Addendum issued in the space so provided in the Bid Form. Oral explanations will not be binding.

Direct questions to Mr. John P. Caruso, at (847) 823-0500.

INSTRUCTIONS TO BIDDERS

00108 APPROXIMATE QUANTITIES

On all items on which bids are to be received on a unit price basis the quantities stated in the Bid will not be used in establishing final payment due Contractor. The quantities stated, on which unit prices are invited, are approximate only. Bids will be compared on the basis of number of units stated in the Bidding Schedule. Payment on the Contract on unit price items will be based on the actual number of units installed (or otherwise performed) in the completed Work.

00109 PREPARATION OF PROPOSAL

The Bidder shall prepare his/her proposal on the attached Bid Form. Unless otherwise stated, all blank spaces of the Bid Form must be correctly filled in. Entries must be stated for each and every item, either typed in or written in ink. Only Bids which are made out on the Bid Form included in this Document will be considered. Amounts are to be shown in both words and figures. In case of discrepancy between words and figures the words shall prevail, unless it clearly appears in Owner's opinion that the words rather than the figures are in error. If any portion of the Bid is required to be given in unit prices and totals, and a discrepancy exists between the unit prices and totals, the unit prices shall prevail, unless it clearly appears in Owner's opinion that the unit prices rather than the totals are in error. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. A bid will be rejected if it does not contain a price for each and every item named in the Bidding Schedule. Bidders are warned against making any erasures or alterations of any kind, and bids which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

00110 SIGNING OF BID

If the Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a co-partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the Bidder is an individual, his/her signature shall be inscribed. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to bid opening or submitting bids; otherwise the Bid may be regarded as irregular and may be rejected.

00111 BID SECURITY

Each Bid shall be accompanied by a bid bond, cashier's check or certified check drawn on a solvent bank in the State of Illinois payable without condition to the Owner in an amount not less than ten percent (10%) of the Bidder's highest aggregate bid amount whether it be for the Base Bid or the Alternative Bid(s) (when Alternatives are requested), as a guarantee that the Bidder will within fifteen (15) days after the date of the award of a contract execute an agreement and file bond and insurance as required by the Contract Documents if his/her Bid is accepted. Bid not accompanied by a bid security will not be considered.

If an intended awardee fails to execute and file an agreement, bonds and insurance as required by the Contract Documents, the amount of the security submitted with his/her Bid shall be forfeited, not as a penalty, but as liquidated damages. No Bid will be considered unless accompanied by a Bid Security as a guarantee that if the Bid is accepted the Bidder will execute the Agreement and file bonds and insurance as required by the Contract Documents within 15 days from the date of the award of the Contract.

The bid security of the three (3) lowest bidders will be retained until a contract has been entered into and executed with the successful bidder and the performance and labor and material payment bonds, each in the full amount of the Contract, have been posted with the **City of Oakbrook Terrace** and Certificates of Insurance indemnifying and adding as Additional Insureds, the **City of Oakbrook Terrace** and Christopher B. Burke Engineering, Ltd., and their officers, employees and agents, have been delivered to and reviewed by the Engineer.

INSTRUCTIONS TO BIDDERS

00112 RETURN OF BID SECURITIES

The bid securities of the three lowest bidders will be held until the Agreement has been executed by the successful Bidder and he/she has filed with Owner the required bonds and insurance, after which bid securities will be returned to the three lowest bidders. The bid securities of the other Bidders will be returned within 15 days after the opening of the Bids.

00113 CONSIDERATION OF PROPOSALS

No proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Owner upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Owner, or had failed to perform faithfully any previous contract with the Owner.

The Owner reserves the right to accept or reject any or all bids, to waive any informalities in any bid, or to make awards in the best interest of the Owner. The Owner also reserves the right to award a partial amount of the Specification rather than the entire amount.

00114 BID SUBMITTAL

Any bid may be withdrawn at any time prior to the hour herein stated for the bid opening, provided that a request in writing, executed by the Bidder, or his/her duly authorized representative, for the withdrawal of such Bid is filed with Owner prior to the time specified for opening of Bids. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid.

No Bidder shall withdraw, cancel or modify his/her proposal for a period of forty-five (45) consecutive calendar days after the specified closing time for the receipt of proposals, nor shall the successful Bidder withdraw, cancel or modify his/her proposal after having been notified that said proposal has been accepted by the Owner.

Bidders shall guarantee their bids for a period of forty-five (45) consecutive calendar days from the date of receipt of bids.

00115 PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm or corporation to whom the Contract has been awarded has, in presenting any Bid or Bids, colluded with any other party or parties, then the Contract so awarded shall be null and void, and Contractor and his/her sureties shall be liable to Owner for all loss or damage which Owner may suffer thereby, and Owner may advertise for new bids for said Work.

00116 LICENSE AND EXPERIENCE

Each Bidder shall possess state and local licenses as are required by law, and shall furnish satisfactory proof to Owner upon request that the licenses are in effect during the entire period of the Contract.

To be considered as eligible to submit a proposal, a Bidder shall have complied with all legal requirements to permit him/her to operate under applicable laws of the State of Illinois.

The Contractor bidding the project shall be actively engaged in Work of the nature of the project described and have adequate specialized workers and machines to do the Work.

00117 ACCEPTANCE/REJECTION OF PROPOSALS

The Owner expects to accept one of the proposals or reject all proposals within thirty (30) days from the date of bid opening, unless the lowest responsive Bidder, upon request of the Owner, extends the time of acceptance to the Owner.

The Owner reserves the right to reject any and all proposals when such rejection is in the interest of the Owner, to reject proposal of a Bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature, and to reject proposal of a Bidder who is not, in opinion of the Consultant or the Owner, in a position to satisfactorily perform the Work of the Contract. The Owner also reserves the

INSTRUCTIONS TO BIDDERS

right to waive any informalities and technicalities in bidding.

Under normal circumstance Contract will be awarded to lowest responsible Bidder, plus any accepted alternates, unless all bids are rejected. However, the Owner reserves the right to award Contract in its best interest, and therefore, reserves the right to select a Bidder other than lowest.

00118 EFFECTIVE DATE OF AWARD

If a Contract is awarded by Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of Owner, has been delivered to the Intended awardee, or mailed to him/her at the main business address shown on his/her Bid by an officer or agent of Owner duly authorized to give such notice.

00119 EXECUTION OF AGREEMENT

Copies of the Agreement in the number stated in the Contract Agreement will be supplied by the Owner and shall be executed by the successful Bidder, and returned, together with the required bonds and insurance, within fifteen (15) days from and after the date of the award of the Contract. Effective date of bonds shall be the same or later than the date of the Agreement.

00120 FAILURE TO EXECUTE AGREEMENT AND FILE BOND & INSURANCE

Failure of a successful Bidder to execute the Agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful Bidder to execute the Agreement and file the required bonds and insurance within the required time, he/she shall forfeit his/her Bid Security as agreed hereinbefore. Upon annulment of an award as aforesaid, Owner may then re-award the Contract.

00121 EXCEPTIONS

Any Bidder's exceptions to these terms or conditions or deviations from the written Specifications shall be shown in writing and attached to the Bid Form. However, such exceptions may be cause for rejection of the Bid.

00122 SUBSTITUTE MATERIAL

Where in the Technical Specifications one or more certain equipment/materials, trade names or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Other names of equipment/material can be used if, in the opinion of the Engineer and the Owner, they are equal in durability and efficiency to those mentioned and of a design in harmony with the Work as outlined; and the Engineer and Owner give a written approval of a substitution. Adequacy of the proposed substituted equipment and/or materials shall be determined during the shop drawing review process. Any substituted materials and/or equipment ordered by the Contractor prior to the shop drawing review process shall be at the Contractor's own risk. Should a substitution of equipment and/or materials be desired, the Contractor shall be required to request the change in writing within ten (10) days from the Bid due date.

00123 GUARANTEE

The Contractor shall furnish a satisfactory surety bond in the sum of the full amount of the Contract in dollars guaranteeing the proper completion of the Work and the maintenance of the Work during the period of one (1) year from and after the date of the completion and acceptance of the same. The maintenance, however, shall not include any damage to the Work or to any of the other obligations embraced by the Contractor which may be incurred by action beyond the control of the Contractor.

00124 PAYMENT BOND

The Contractor shall furnish a satisfactory payment bond in the full amount of the Contract guaranteeing payment of all material used and for all labor performed.

INSTRUCTIONS TO BIDDERS

00125 PERMITS

The Contractor shall be responsible for any and all permits and permit fees as may be required to accomplish the work of this Contract. The Contractor shall be required to comply with all provisions of each of the permits issued, post the necessary bonds in the required amounts, and furnish the necessary insurance certificates.

00126 PREVAILING WAGE RATES

Not less than a prevailing wage rate shall be paid for labor on the Work to be performed under this Contract, as required by law. The rates for various phases of Work contemplated shall be in accordance with the prevailing wage scale. The Contractor shall be required to comply with all applicable federal, state and local laws pertaining to employment. Illinois workers shall be employed to perform Work in accordance with the provisions of Illinois Revised Statutes, Chapter 48, Section 2201 et seq., latest revision. The Owner may at any time inquire of the Contractor as to the rates of wages being paid employees of the Contractor, any subcontractor or material men, where upon such information shall be promptly provided to the Owner. A certified payroll shall be submitted with each pay out request.

00127 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Each Bidder agrees as evidenced by his/her submission of a bid to comply with all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission: and to comply with all Illinois labor laws, particularly with regard to:

- A. "Preference to Citizens Illinois on Public Works Projects Acts" (Illinois Revised Statutes, Chapter 48, Section 289 - 275).
- B. "Wages of Employees on Public Works" (Prevailing Wage Act) (Illinois Revised Statutes, Chapter 48, Section 395-1-12).

The Contractor, in performing under the Contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice. The Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

00128 TAXES

Federal Excise Tax does not apply to materials purchased by the **City of Oakbrook Terrace** by virtue of its municipality status. The **City of Oakbrook Terrace** is a not-for-profit agency which has a sales tax exemption status. Owner's Tax Exemption Number will be provided (if requested) to the successful Bidder upon execution of the Agreement.

00129 LIQUIDATED DAMAGES

Time is of the essence in completion of the Work. The **City of Oakbrook Terrace** may collect liquidated damages in the amount of **\$500** per day should the Contractor fail to complete the authorized work within the time allowed for the Project Schedule.

00130 DEFINED TERMS

The terms "**City of Oakbrook Terrace**", "Proposal" and "Plans" mean the same as "OWNER", "BID", and "DRAWINGS" respectively.

Where references are made to "City" or "the City", such references shall be understood to mean "City of Oakbrook Terrace".

Where **Owner's Representative** is referenced, such reference shall be understood to mean the Engineer (when appointed by the Owner), and/or any other individual(s) duly authorized by the Owner to act as the representative of the Owner.

INSTRUCTIONS TO BIDDERS

Terms used in these Instructions to Bidders are defined in the General Conditions of Construction Contract Document (Section 00 72 00) Unless otherwise stated, these General Conditions of Construction Contract Document shall apply to the Work of this Contract; and shall be incorporated into this Contract as the General Conditions of the Contract all of which are as fully a part of this Contract as if herein set out verbatim.

END OF SECTION

BID FORM

SECTION 00 41 00

**TO: CITY OF OAKBROOK TERRACE
 17W275 BUTTERFIELD ROAD
 OAKBROOK TERRACE, IL 60131**

PROJECT: SALT STORAGE BARN

ACKNOWLEDGMENTS: The undersigned has received the Contract Documents entitled: **"Salt Storage Barn"** and the following addenda to these documents:

| | |
|--------------------|-------------|
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |

All provisions of the Contract Documents and the addenda have been included in the Proposal submitted by the undersigned. The undersigned has carefully examined all of the Contract Documents and the sites and submits the following Proposal:

AGREEMENT: In submitting this Proposal, the undersigned agrees and/or understands:

1. Bids are to be held for **45 days** with a "Notice of Award" expected to be issued to the apparent successful bidder within **30 days** after the bid opening.
2. The prices in this bid have been arrived at independently, without consultation, communication or agreement, as to any matter relating to such prices with any other bidder or with any competitor and this Bid is in all respects fair and without collusion or fraud. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed and will not knowingly be disclosed prior to opening directly or indirectly to any other bidder or to any competitor. No attempt has been made nor will be made by the undersigned to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
3. To enter into and execute the Contract and furnish the properly executed bonds and insurance certificates within the time and with the forms and in the amounts required by the Contract Documents if the award is made to the undersigned.
4. To accomplish the Work strictly in accordance with the Contract Documents.
5. To complete all Work within **180 calendar days** after Notice To Proceed is received. The Bidder, in submitting a bid offer, accepts the specified Contract Time for performing the Work. Completion of Work shall be in accordance with the phased construction schedule. Contractor shall submit with the Bid a copy of the proposed construction schedule. Contractor shall comply with the applicable requirements of Section 00 72 00 regarding the construction schedule.
6. The undersigned warrants that he/she has carefully examined the sites of the Work and all Contract Documents, that he/she is fully aware and knows of the character of the material, that he/she is fully satisfied as to the conditions to be encountered overhead, on the surface and in the spaces, and of the character, quality and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract Documents. Furthermore, the undersigned has based the within Contract prices on his/her own independent examination in performing the Work and has not relied upon any information furnished to him/her by the **Owner**, any agent, servant or employee of the **Owner**. The undersigned agrees to assume all risks arising from any deficiencies in the Drawings, Specifications, or other Contract Documents and will make no claim against the **Owner** because of any such alleged deficiency or alleged breach of warrant by the **Owner**. The undersigned further assumes all risks of any

BID FORM

unforeseen conditions to be incurred in performing the Work, either overhead, on the surface, or in spaces, and has taken these risks into consideration in preparing his/her Bid. The undersigned further warrants that he/she will perform such additional and/or corrective Work as may be required in order to insure that the Work performs its intended function satisfactorily, for the prices set forth in his/her proposal and at no additional cost to the **Owner**.

7. Before submitting this Proposal, the undersigned confirms that he/she has available the equipment, forces and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated. Furthermore, the undersigned also confirms that he/she has contacted the manufacturers and/or suppliers of the equipment and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated.
8. Accompanying this proposal is a Bid Bond complying with the provisions herein stated.
9. If this proposal is accepted and the undersigned fails to execute a contract and provide the bonds and certificate of insurance, as required, it is hereby agreed that the Bid Security shall be forfeited to the **City of Oakbrook Terrace**, not as a penalty, but as liquidated damages.
10. Each pay item listed in the Bidding Schedule and in the Schedule of Prices shall have a unit price or lump sum price and a total price.
11. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
12. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
13. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
14. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the **State of Illinois**, nor has the firm made an omission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of the State laws prohibiting bid-rigging or bid-rotating.

NOTE: Bidders shall submit a price for each Item in the Bidding Schedule and in the Schedule of Prices. Failure to do so may result in rejection of the Proposal. The completed Bidding Schedule included in this Section shall accompany the Bid Proposal.

BID FORM

BIDDING SCHEDULE:

The undersigned, having carefully examined all of the Contract Documents for the “**Salt Storage Barn**” as well as the site of the Work and all conditions affecting the Work, including adjacent surroundings, shall furnish all services, labor, equipment and materials necessary and to complete all the Work for the prices set forth in the following Schedule:

| Item No. | Description | Unit | Qty. | Unit Cost | Cost |
|-------------|--|------|-------|-----------|------|
| 13 34 21/01 | SALT STORAGE BARN | LSUM | 1 | | |
| 40603080 | HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50, 6” | TON | 1,500 | | |
| 40604050 | HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX D N50, 1.5” | TON | 400 | | |
| | INSURANCE & BONDS | LSUM | 1 | | |
| TOTAL BID | | | | | |

BID FORM

EXCEPTIONS AND DEVIATIONS

The Bidder shall list herein all exceptions and deviations taken to the Contract Documents by Section and page number. (Use additional sheets if required and state number of sheets).

Exceptions and deviations taken to the Contract Documents are (check one): None (___); As Stated Below (___)/Sheet ___ of ___.

Section/Pg. No.

Description of Exception/Deviation

SUBCONTRACTOR LISTING

The following list of subcontractors and class of work performed by each is submitted. Subcontractors are defined as persons, firms or corporations who supply labor and/or materials for work under this Contract.

Subcontractor

Class of Work

BID FORM

BIDDER'S EXPERIENCE/QUALIFICATIONS

To demonstrate the Bidder's experience/qualifications, the Bidder shall list herein at least five (5) similar projects equal or greater in capacity which the Bidder has successfully completed within the past five (5) years.

| Owner Or <u>Municipality</u> | General Project <u>Description</u> | Reference Name and <u>Phone No.</u> | Year <u>Completed</u> |
|------------------------------------|---------------------------------------|---|--------------------------|
|------------------------------------|---------------------------------------|---|--------------------------|

Note: Bid will be considered "Non-Responsive" if the above experience listing, qualifications and requirements are not fulfilled.

BID FORM

BID CONDITIONS

It is expressly understood and agreed that quantities in the Bidding Schedule for Unit Price Work Items are approximate only, and that payment on the Contract will be made only on the actual quantities of Work complete in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this proposal and accepts the items listed in this Bid as substantially correct, both as to classification and amount, and as correctly listing the complete Work to be done in accordance with the Contract Drawings and Specifications.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Performance Bond and Payment Bond and to provide all insurance as required by the Contract Documents within **fifteen (15) days** after the date of the award of the Contract, the Owner may, at his/her option, determine that the Bidder has abandoned his/her Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid shall operate and the same shall be the property of the Owner as liquidated damages.

BID SECURITY

Accompanying this Bid is a _____ Dollars (\$_____).

- Note:
- a. Insert the words "bid bond" or "cashier's check", or "certified check" as the case may be. In the case where bid security is not required by the contract insert the words "Not Required by Contract".
 - b. Amount must be equal to at least **ten percent (10%)** of the Total Bid Price. Where an Alternative(s) has been requested, the Bid Security shall be at least ten percent (10%) of the highest aggregate amount whether it be the Total Base Bid Price or the Total Alternative Bid Price.

Attach Bid Security Here

PROPOSAL SIGNATURE:

State of _____)
County of _____) ss

_____, being first duly sworn on oath deposes and says that the Bidder on the above Bid is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that his/her deponent is authorized to make them.

_____, also deposes and says that he examined and carefully prepared his/her Bid from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid, that the statements contained herein are true and correct.

BID FORM

(Fill Out Applicable Paragraph Below)

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone Number: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____ (SEAL)
(Secretary)

Business address: _____

Phone Number: _____

END OF SECTION

WAGE RATE REQUIREMENTS

SECTION 00 43 43

1. GENERAL

- A. CONTRACTOR and Subcontractors shall pay wages not less than the prevailing hourly wage rate for each classification of employee engaged on the Work as determined by the United States Department of Labor and by the State of Illinois Department of Labor. In case of conflict, the wages paid by CONTRACTOR shall be not less than the higher of the prevailing wage determination.
- B. CONTRACTOR shall comply with the provisions of Wages of Employees on Public Works (Prevailing Wage] Act (Illinois Revised Statutes, Chapter 48, Section 39s-1 through 39s-12).
- C. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of Work which may be performed by any employee in any particular period of time.
- D. A copy of the wage determination shall be posted by CONTRACTOR in a prominent place at the Site of the Work where it can be easily seen by the employees.
- E. If at the time the Contract is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570-0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers as stipulated by the Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

2. WAGE DETERMINATIONS

- A. The following wage rate schedule(s) are the prevailing rate(s) of hourly wage applicable to this Contract.

If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract.

AFFIDAVIT OF NON-COLLUSION

SECTION 00 45 19

STATE OF ILLINOIS)

)SS
)

_____ being first duly sworn on oath deposes and states:

- a. That in connection with this procurement,
1. the prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening directly or indirectly to any other bidder or to any competitor; and
 3. no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- b. The undersigned further states
1. He/She is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated, and will not participate, in any action contrary to (a.1) through (a.3) above; or
 2. He/She is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a.1) through (a.3) above, and as their agent does hereby so certify; and (b) he/she has not participated, and will not participate, in any action contrary to (a.2) through (a.3) above.
- c. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the Bidder to receive payment under any award made hereunder.

For Corporation:
(Corporate Seal)

(Name) Indicate if corporation, partnership or sole proprietor

ATTEST:

(Office held in Bidder Organization)

SUBSCRIBED AND SWORN TO before me

this _____ day of _____, 20__

Notary Public

END OF SECTION

**BIDDER CERTIFICATION
IN COMPLIANCE WITH ARTICLE 33 E TO THE
"CRIMINAL CODE OF 1961"**

SECTION 00 45 46

I _____, do hereby certify that:

1. I am _____ of the _____.
Position Firm

and have authority to execute this certification on behalf of this firm.

2. This firm is not barred from bidding on this Contract as a result of a violation of either Section 33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961".

Name of Firm _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

On this _____ day of _____, 20_____, before me appeared
(Name) _____ to me personally known, who, being duly
sworn, did execute the foregoing affidavit, and did state that he or she was properly
authorized by (Name of Firm) _____ to execute the
affidavit and did so as his or her free act and deed.

Notary Public _____ Commission Expires _____

Notary Seal

END OF SECTION

CONTRACT AGREEMENT

SECTION 00 52 00

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **City of Oakbrook Terrace** hereinafter called "Owner", and _____, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Owner has heretofore, solicited Bids for all the Work and improvements and for the doing of all things included within the hereinafter specified and related to the **Salt Storage Barn**.

WHEREAS, Owner did on the _____ day of _____, 20____, find that Contractor was the lowest responsible bidder for hereinafter specified Work and did award Contractor a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work and improvements required for and related to the **Salt Storage Barn** all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the Contractor by said Contract Documents for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; and any applicable rules and regulations of the **State of Illinois** or **DuPage County** agencies. Furthermore, and as related to the Work, the Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Instructions to Bidders
2. Bidding Requirements
3. Bid Form
4. This Contract Agreement
5. General Conditions of the Contract
6. Supplementary Conditions (if any)
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing Documents.
10. Any and all other Documents or Papers included or referred to in the foregoing Documents.
11. Any and all Addenda to the foregoing.

ARTICLE III - CONTRACT PRICE

The Contractor agrees to receive and accept the following total lump sum bid price (and as may be adjusted for unit price work actually performed) as full compensation for furnishing all materials and equipment and for doing all the Work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any

CONTRACT AGREEMENT

unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Owner, and for all risks of every description connected with the Work; also for well and faithfully completing the Work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents, to wit:

Owner agrees to pay Contractor for performance of Work in accordance with the Contract Documents in current funds as follows:

Total Contract Price of _____ Dollars (\$ _____).
(in writing) (in figures)

This Total Contract Price shall consist of the itemized prices as indicated in the Contractor's Bidding Schedule.

Plus the following (List in detail additional work, if any, and corresponding amounts):

ARTICLE IV - CONTRACT TIME

The Work of this Contract shall include all Work in accordance with the Contract Documents prescribed and specified and as related to the **Salt Storage Barn**. The Work of this Contract shall be completed within **180 consecutive calendar days** from the date which the Notice to Proceed is issued. The Contractor agrees to commence Work under this Contract within **ten calendar days** after the receipt from the Owner of a fully executed Agreement and Notice to Proceed and to fully complete all Work included in this Contract to the point of final acceptance by the Owner within the previously specified time period.

CONTRACT AGREEMENT

ARTICLE V - LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed by the Owner in writing. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER, and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$500.00 for each calendar day** that expires after the specified completion time until the Work is completed and Final Acceptance is made by the Owner. In addition, the Contractor agrees that additional liquidated damages shall be paid to the Owner as applicable and in accordance with Section 013100 of the Specifications and/or other provisions of the Contract Documents.

ARTICLE VI - PAYMENTS TO CONTRACTOR

General: Owner agrees with said Contractor to employ and does hereby employ, the said Contractor to provide the materials and do all the Work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the Total Contract Price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the condition set forth or referred to hereinafter; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

Application for Payment: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the fifteenth day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions.

Retention of Payment: Retention for payment shall be as follows: For the first 50 percent of completed Work, there shall be deducted 10 percent to be retained until after the completion of the entire Work to the satisfaction of the Owner. After 50 percent or more of the Work is completed, the Owner may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made and provided that the amount retained is not less than 5 percent of the total adjusted Contract Price.

Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Paragraph 14.13.

CONTRACT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed the day and year first above written.

Contractor

By _____

(SEAL)

Title _____

ATTEST:

TITLE: _____

CITY OF OAKBROOK TERRACE

Owner

By _____

(SEAL)

Title _____

ATTEST:

TITLE: _____

IMPORTANT

NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above, together with the signatures of all partners; and if the contractor is an individual, his/her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

END OF SECTION

PERFORMANCE BOND

SECTION 00 61 13-13

KNOW ALL MEN BY THESE PRESENTS THAT _____

(insert the name and address or legal title of the Contractor)

as Principle, hereinafter called Contractor, and

(insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the **(OWNER)** _____

_____ as obligee, hereinafter called the
Owner in the full and just sum of

_____ DOLLARS (\$ _____)

lawful money of the UNITED STATES OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered in to a certain written contract, dated the _____ day of

_____, A.D. 20____, with the _____

for _____

complete, as described in the foregoing Contract and Articles of Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the Work provided in said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the Date of Final Acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PERFORMANCE BOND

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(SEAL)

(SEAL)

(SEAL)

Principal (SEAL)

Witness:

(If Individual or Firm)

Attest:

(If Corporation)

(SEAL)

(SEAL)

Attest:

(Surety)

END OF SECTION

LABOR AND MATERIAL PAYMENT BOND

SECTION 00 61 13-16

KNOW ALL MEN BY THESE PRESENTS THAT _____

(insert the name and address or legal title of the Contractor)

as Principle, hereinafter called Contractor, and

(insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the **(OWNER)** _____

_____ as obligee, hereinafter called the
Owner in the full and just sum of

_____ DOLLARS (\$ _____)

lawful money of the UNITED STATES OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered in to a certain written contract, dated the _____ day of

_____, A.D. 20____, with the _____

for _____

complete, as described in the foregoing Contract and Articles of Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any and all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in the Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, and other fuels, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

LABOR AND MATERIAL PAYMENT BOND

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(SEAL)

(SEAL)

(SEAL)

Principal (SEAL)

Witness:

(If Individual or Firm)

Attest:

(If Corporation)

(SEAL)

(SEAL)

Attest:

(Surety)

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the state where the Project is located.

END OF SECTION

CERTIFICATION OF CONTRACTOR RESPONSIBILITY

SECTION 00 62 00

(To be submitted at Preconstruction Meeting)

The following information is hereby submitted. It is understood that this Certificate shall be submitted prior to the initiation of executing the Work of this Contract and prior to or at the time of any change in the personnel assigned as the construction supervisor or safety supervisor. It is further understood that the construction supervisor and the safety supervisor shall be available on a twenty four (24) hour will call basis.

Date: _____ By: _____
(Name and Title)

PROJECT **Salt Storage Barn**

Construction Supervisor:

Name _____

Address _____

Phone _____

E-Mail _____

Safety Supervisor:

Name _____

Address _____

Phone _____

E-Mail _____

END OF SECTION

INSURANCE REQUIREMENTS

SECTION 00 62 16

Before commencing Work, the Contractor shall obtain at his/her own expense, and agree to keep in effect during the life of this Contract, as a minimum requirement, the following insurance in a company or companies acceptable to the Owner; (and authorized to transact business under the laws of the **State of Illinois**):

1. The Contractor shall purchase and maintain liability insurance as required until all Work required under the Contract has been completed and accepted by the Owner, except as otherwise provided. The insurance required shall be written for not less than the following limits of liability:
 - a. **WORKER'S COMPENSATION INCLUDING OCCUPATIONAL DISEASE, AND EMPLOYER'S LIABILITY INSURANCE.** Procure and maintain worker's Compensation Insurance in strict accordance with requirements of applicable State Worker's Compensation Insurance Laws for all employees to be engaged in work under this Contract. Provide Employer's Liability Insurance in an amount of not less than five hundred thousand (\$500,000) for protection of employees not otherwise protected.
 - b. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** Full Comprehensive General Liability and Property Damage Insurance coverage, providing protection from claims for damages for personal and bodily injury, including in part sickness, disease, or death, and from claims for damages to property (broad form), which may arise directly or indirectly out of, or in connection with, performance of Work, including completed operations, under the Contract by Contractor, or by any of his subcontractor or by anyone directly or indirectly employed by either of them, or under control of either of them; minimum amounts of such insurance as follows:
 - b.1 Public Liability Insurance not less than One Million Dollars (\$1,000,000) for damages arising out of personal injury and bodily injury, including in part sickness, disease, or death of one person and subject to same limit for each person and not less than One Million Dollars (\$1,000,000) in any one occurrence.
 - b.2 Property Damage Insurance (broad form) in an amount not less than One Million Dollars (\$1,000,000) for damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in same amount.
 - c. **AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE.** Comprehensive Automobile Liability and Property Damage Insurance coverage on all vehicles used in connection with contract, whether owned, un-owned, or hired. Liability limits not less than One Million Dollars (\$1,000,000) combined single limit.
 - d. **CONTRACTUAL LIABILITY COVERAGE.** Include "Broad Form Contractual Liability Coverage" endorsement with each and every policy for liability insurance carried by each Contractor and Subcontractor.
 - e. **UMBRELLA LIABILITY.** Umbrella liability insurance excess of primary insurance in amount of Five Million Dollars (\$5,000,000) per occurrence/Five Million Dollars (\$5,000,000) in the aggregate and following form on primary coverage as to additional insureds shall be carried by the Contractor. At the Owner's discretion, this amount may be reduced for sub-contractors.
2. Contractor shall renew any policy which expires during the performance of the Contract and shall notify Owner by appropriate Certificate of Insurance of such renewal prior to the expiration date.

INSURANCE REQUIREMENTS

3. The **City of Oakbrook Terrace** (Owner) and **Christopher B. Burke Engineering, Ltd.** (Engineer) shall be added as an additional insured to the Contractor's general liability/property damage policy, automobile liability and property damage policy and employer's liability coverage. Owner/Engineer shall be named as an alternate employer on Contractor's Worker's Compensation coverage. Contractor hereby waives the right of subrogation against Owner as to any claims under worker's compensation and employer's liability policies.
4. Certificates of Insurance naming Owner and Engineer as additional insured, with insurance companies which are acceptable to the Owner, shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to Owner.
5. All coverages shall be provided upon an occurrence basis, unless claims-made coverages are expressly approved, in writing, by Owner's Director of Risk Management and Insurance. Contractor shall renew any policy which expires during the performance of the contract and shall notify Owner by appropriate Certificate of Insurance of such renewal prior to the expiration date.
6. The Contractor agrees to indemnify and save harmless the Owner, **Christopher B. Burke Engineering, Ltd.**, and all of their officers, partners, agents and employees from and against all loss or expense (including court costs and attorney's fees) by reason of liability imposed by law upon Owner and **Christopher B. Burke Engineering, Ltd.**, for damages because of bodily injury, including death at any time, resulting therefrom sustained by any person or persons or on account of damage to or destruction of property, real or personal, including loss of use thereof, arising out of or in consequence of performance of this Work, whether such injuries to or death of persons or damage to property is due or claimed to be due to the negligence of the Contractor, his/her Subcontractors, the Owner, **Christopher B. Burke Engineering, Ltd.**, their officers, partners, agents, and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Owner or **Christopher B. Burke Engineering, Ltd.**

END OF SECTION

CLARIFICATION/INTERPRETATION REQUEST

SECTION 00 63 13

| | |
|---|----------------------------|
| Project: | Date: |
| Contractor: | Clarification Request No.: |
| Contract: | Re: |
| Attn: | |
| <p>This is a request for a clarification/interpretation on the following:</p> | |
| Prepared By: | Date Response Needed: |
| <p>Response:</p> | |
| Response Prepared By: | |
| Response Returned to Contractor On: | |
| cc: Owner | |

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00 72 00

PART 1- **GENERAL**

- 1.01 Engineers Joint Contract Documents Committee 1910-8 (2018 Edition) Standard General Conditions of the Construction Contract shall apply to the Work in this Contract.

END OF SECTION

RESPONSIBILITIES OF CONTRACTOR

SECTION 00 72 23

PART 1- GENERAL

1.01 SCOPE

This Section establishes certain minimum requirements of Contractor's responsibilities for which the Contractor shall be fully liable for during the life of the Project and for the Work of this Contract.

1.02 RESPONSIBILITY OF CONTRACTOR

A. General

The Contractor shall perform all Work of this Contract as specified in a neat and orderly manner, with skilled labor knowledgeable in the applicable trade(s), consistent with recognized work practices as required to perform the Work of this Contract and according to the Work Schedule. The Contractor shall be responsible for coordinating all phases of his/her Work with the work of others so as not to interfere with that work being performed by others. The Contractor shall be responsible for notification(s) prior to commencement of Work and/or during construction activities. The Contractor shall be responsible for providing at the Project Site a qualified construction supervisor or Superintendent.

B. Work Schedule

Within ten (10) days after receiving the Notice to Proceed, the Contractor shall submit all items, and information required by Section 01 33 23 to complete the entire Work within the Contract Time stipulated for completion. The Work Schedule shall be subject to the review of the Owner's Representative. If, at any time during the progress of Work, the Owner's Representative is of the opinion that the Contractor is not adhering to such Schedule, the Owner's Representative may request the Contractor to increase his/her force to comply with the Work Schedule. It is the intent of this Contract that the Contractor only remove and replace that portion of any of the roofs which can only be removed and replaced within one working day. Failure of the Owner's Representative to request this shall not release the Contractor from his/her obligation to complete the Work of this Contract within the specified Contract Time.

C. Supervision and Direction

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall employ and maintain on the Project a qualified construction supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

D. Safety

The Contractor shall be solely responsible for the safety of persons, property or the Work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and proper application of equipment and materials, and the

RESPONSIBILITIES OF CONTRACTOR

protection of the general public from construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to Project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe Project operations.

In the event that the designated construction or safety supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the Work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement to the Owner and the Owner's Representative at the time of the change.

E. Repair of Damaged Items

The Contractor shall be entirely responsible for damages to structures of any kind and shall be liable for damages to public and private property. Repair of same shall be Contractor's responsibility and at Contractor's own expense, except where such items are to be removed and replaced as required by the Contract Documents, and/or as otherwise directed by the Owner's Representative during the course of Work, in which case said replacement unit(s) will be paid for at the Contract unit price, as bid.

F. Compliance

It shall be the responsibility of the Contractor to familiarize himself/herself and comply with all applicable laws, ordinances, rules, regulations and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss. Further, the Contractor shall comply with all requirements of these Contract Documents, including but not limited to referenced specifications and/or standards as well as the contents of the Occupational Safety and Health Act (OSHA), all codes and ordinances adopted by and in effect by Federal, State, County, **City**, and municipal Governmental Bodies, and any other governmental agencies at any level having authoritative jurisdiction over the area of improvement and the type of Work to be performed.

G. Existing Utilities

The Contractor shall be responsible to make his/her own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

The Contractor shall take due care in all phases of construction to protect any utility which may be affected by the Work of this Contract. Any damages to existing utilities shall be repaired immediately by the Contractor and at the Contractor's own expense.

The Contractor shall be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these agencies of any and all services or facilities owned or operated by them within the limits of this improvement.

H. Assignment of Contract

The Contractor shall be fully responsible for assignments of the Contract, when assignments are made by the Contractor. Furthermore, no part of the Work herein specified shall be assigned (by the Contractor) without the written consent of the

RESPONSIBILITIES OF CONTRACTOR

Owner, and in no case shall such consent relieve the Contractor or his/her surety from the obligations herein entered into by the same or change the terms of the Contract Agreement.

I. Discrepancies

The Contractor shall not take advantage of any apparent discrepancies as may be presented by the Contract Documents. In the event the Contractor discovers any apparent discrepancy, the Contractor shall be responsible for immediately notifying the Owner's Representative in writing for an interpretation and/or decision; and such decision by the Owner's Representative shall be final. Should the Contractor, having knowledge of any such apparent discrepancy, proceed with the Work, such Work and/or related expenses shall be at the Contractor's own risk and cost.

END OF SECTION

LIQUIDATED DAMAGES

SECTION 00 73 93

PART 1- LIQUIDATED DAMAGES

In case of failure on the part of the Contractor to meet the Contract Completion Date, or any extensions thereof, as bid under the Bid Form (Section 00 41 00) for Completion of the Work, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages the sum of **\$500.00 for each calendar day** that completion is delayed. However, the total amount of liquidated damages to be assessed by the Owner in case of such delays, shall not exceed 10 percent of the original contract price.

In the event that it becomes necessary to terminate the Contractor's right to proceed with the Work under the Contract, such termination shall not relieve the Contractor of any responsibility for liquidated damages as set forth herein. If the Owner so terminates the Contractor's right to proceed, any resulting damage will include, subject to the limitation stated above, such liquidated damages as provided for herein until such reasonable time as may be required for completion of the Work by the Owner.

END OF SECTION

SUMMARY OF WORK

SECTION 01 11 00

PART 1- GENERAL

1.01 DESCRIPTION OF WORK

- A. General. The Work to be performed consists of furnishing labor, materials, equipment, and supervision as required by the Contract Documents for the **Salt Storage Barn** as required and as herein specified, including any and all accessories associated with the installation. The Contractor shall submit a staged construction schedule to Owner. The Work to be performed is generally summarized to include but not be limited to the following.
- B. The project consists of the construction of a 40' wide x 60' deep concrete and wood salt storage structure.
- C. Debris Removal. Included as part of the above Work shall be the removal of any and all debris resulting from the Work. Such debris shall be legally and properly disposed off site. All fees for such disposal shall be the responsibility of the Contractor.
- D. Painting. Paint to match existing. Paint shall be that of nationally recognized manufacturer and suitable for the application. Two coats are required. Owner to select final color of paint.

1.02 LOCATION OF THE WORK

The project work site is located at **Oakbrook Terrace Public Works, 17W130 Butterfield Road, Oakbrook Terrace, IL 60181.**

1.03 PHYSICAL CONDITIONS

A. General

The sites on which the Work is to be performed has limited access and boundary constraints, all of which the Contractor accepts full responsibility. Any construction easement(s) or staging area(s) required by the Contractor (other than those that may be shown on the Drawings) shall be the responsibility of the Contractor. Any specialized machinery and/or equipment as required due to the limited access/boundary constraints/type of work to be performed shall be the responsibility of the Contractor.

B. Staging Areas

Prior to staging any equipment, materials, and/or appurtenances as may be required to perform the Work, the Contractor shall obtain the permission of the Owner. Any restoration of a damaged area attributed to Contractor staging shall be the Contractor's responsibility. Any special clean up required to restore disturbed areas shall be considered incidental to the Contract.

1.04 ACCESS TO JOB SITE

Access to the project site is possible via **existing roadways.**

The Contractor shall comply with the conditions and regulations of controlling agencies of public roads, access, rights-of-way restrictions, and other limitations

SUMMARY OF WORK

affecting transportation and ingress and egress at the job site.

1.05 PROJECT BOUNDARIES AND CONTRACTORS USE OF PREMISES

The area of the project is indicated by the Drawings. Subject to restrictions placed upon the Contractor by the Owner, the Contractor may locate his/her facilities within the area as will best suit his/her operations; except that at no time shall the Contractor locate his/her facilities, equipment, or materials in a manner to obstruct access or in any way interfere with the normal operation of the surrounding community and/or the existing facilities.

1.06 ADDRESSING CORRESPONDENCE

All mail pertinent to the Work shall be sent by special delivery unless delivery by regular mail can be accomplished within three days. Receipt of such mail will be promptly acknowledged when acknowledgment is requested. If acknowledgment is requested and is not received in reasonable time, duplicate copies shall be forwarded.

On all correspondence the name and official position of the signer shall be typewritten or printed immediately below the handwritten signature.

All correspondence relating to contractual matters, including prices, delivery and changes in Scope of Work, shall be directed to the Owner with two copies to the Engineer.

The address of the **Owner** is:

**City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, IL 60181**

Attention: **Mr. Craig Ward
Public Services Director**

1.07 MEASUREMENT AND PAYMENT

A. Measurement

Measurement will be made for the Work as indicated in the Bidding Schedule and/or as indicated herein.

B. Payment

Payment for the Work will be made at the prices for each of the listed categories in the Bidding Schedule.

These prices shall be full compensation for furnishing all materials, equipment and labor, and for performing the Work including installation and testing and providing the required bond(s) and insurance(s) and all incidentals necessary to complete the Work, whether specified or not.

Payment will not be made for any other Items except as listed. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain.

END OF SECTION

PROJECT MEETINGS

SECTION 01 31 19

PART 1- GENERAL

1.01 PRECONSTRUCTION CONFERENCE

A. General

Within 10 days after issuance of the Notice to Proceed, a preconstruction conference will be held at the location, date, and time to be designated by the Owner. Contractor shall be readily available to attend this meeting and shall make the necessary arrangements to have those individuals (including subcontractors) experienced and knowledgeable, and who will be in the direct charge of the Work, to also attend the meeting.

B. Agenda

The matters to be discussed will include:

1. Set final completion date for the Work of this Contract in accordance with Notice to Proceed and identify time period.
2. Details of construction sequence, including the bar chart submitted with the Bid, lead times of equipment procurement, as well as the date by which the Contractor must place his/her material or equipment order to complete the Work within the construction schedule time limitations set in Section 00 72 23.
3. Communication and general correspondence procedures between the involved parties. The Owner will designate his/her representative and/or Engineer at the time of this meeting.
4. The names and titles of all persons authorized by the Contractor to represent and execute documents for the Contractor.
5. The names, addresses, and telephone numbers of all those authorized by the Contractor to act for him/her in emergencies. Contractor to provide phone/fax/cell numbers of those individuals who will be available and responsible for the Work on a 24-hour per day basis, 7 days per week.
6. Access and rights-of-way furnished by the Owner.
7. Forms and procedures for Contractor's Submittals as described in Section 01 33 23.
8. Construction equipment and methods proposed by the Contractor. The Contractor shall submit a list of equipment to be used in the Work.
9. Administrative and general matters as needed.
10. Parking areas for public and Contractor.
11. Subcontractors.
12. Payment estimates and submittals for payment.

PROJECT MEETINGS

13. Progress meetings during the course of the Work.

1.02 WEEKLY CONSTRUCTION MEETINGS

Construction meetings shall be held once every week or more frequently as needed or called by the Contractor or the Owner. All matters bearing on the progress and performance of the Work since the preceding progress meetings shall be discussed and resolved, including, without limitation, any previously unresolved matters, deficiencies in the Work or the methods being employed for the Work, and problems, difficulties, or delays which may be encountered, in order that the Work may be constructed on schedule and within cost.

PART 2- PRODUCT

Minutes of construction meetings shall be prepared by the Contractor subject to the review of the Owner or Owners Representative having participated in the meeting.

PART 3- EXECUTION

Minutes of construction meetings shall be submitted to the Owner or Owners Representative no later than 72 hours following the meeting.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All cost of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

MATERIAL AND EQUIPMENT

SECTION 01 33 16

PART 1- GENERAL

1.01 SCOPE

A. Description

This Section covers minimum general requirements related to and including, but not limited to the following:

1. Products.
2. Transportation and handling.
3. Storage and protection.
4. Product options.
5. Substitutions.

B. Related Work

1. All Sections of the Contract Documents including Bidding Documents and Drawings.
2. Refer to related Specification Sections for details.

1.02 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing facilities or premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.04 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate

MATERIAL AND EQUIPMENT

controlled enclosures.

- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Do not allow mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.05 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications.

1.06 SUBSTITUTIONS

- A. Owner will consider requests for Substitutions only at time of Bid. Where Specifications indicate "No Substitutions Allowed", the Contractor shall provide the designated manufacturers equipment without exception.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.

MATERIAL AND EQUIPMENT

- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration 10 days prior to bid date. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence.
 - 3. The Owner will notify Contractor, in writing, of decision to accept or reject request.

END OF SECTION

EQUIPMENT & MATERIAL SUBMITTALS

SECTION 01 33 23

PART 1- GENERAL

1.01 SCOPE

- A. This Section establishes minimum requirements and procedures for Equipment Submittals made by the Contractor for materials and equipment provided for under the Work of this Contract. Specific details for additional drawings, data and information to be submitted shall be in accordance with the applicable requirements of other Sections of these Specifications.
- B. Acceptable Manufacturers and Equipment Suppliers for various items of equipment are specified in respective Sections of these Contract Documents. For convenience of designation in the Contract Documents, certain equipment, articles, materials, and processes are designated by manufacturer trade name or catalog name and number. Such designation shall be deemed to be followed by the words "or equal" whether such words are shown or not. The Contractor may offer material or processes which are equal to that so indicated or specified at the time of Bid. The burden of proof as to comparative quality and suitability of alternatives shall be upon the Contractor. Specified items are preferred.

1.02 SUBMITTAL SCHEDULE

The Contractor shall, within 10 days after receiving the Notice to Proceed, prepare and submit for review a detailed list of all the submittals which he/she proposes to make to meet the requirements stated herein and those cited in other Sections of the Contract Documents including the dates on which he/she proposes to make such submittals. The list shall include Working Drawings, Field Detail Drawings, Project Record Documents, Quality Control Procedures, and all other items for which a submittal is required. The list shall include identifying references for each item to relate it to the specific item of the Contract Documents.

With each revision or certification of the Construction Schedule, the Contractor shall either revise this schedule of submittals and submit it for review or certify that the previously furnished schedule is still in effect.

After the Submittal Schedule is reviewed by the Owner's Representative, it shall become the basis for the submittal of all items by the Contractor.

1.03 SUBMITTAL REQUIREMENTS

A. General

The Contractor shall furnish for review his/her Submittals as outlined herein and in the Specifications. Submittals shall confirm compliance with the requirements of the Contract Documents. Submittals of equipment drawings shall be made prior to the fabrication of the equipment. The sequence of submission shall be such that information is available for review of each Submittal when it is received. All Submittals furnished formally shall bear an approval stamp or a certification. The stamp or certification shall be signed by an authorized representative of the Contractor. The Contractor's stamp or certification on any Submittals shall constitute a representation to the Owner that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or that he/she assumes full responsibility for doing so, and

EQUIPMENT & MATERIAL SUBMITTALS

that he/she has reviewed and coordinated each Submittal with the requirements of the Contract Documents. Before submitting any drawings for review, the Contractor shall obtain approval of the list of drawings he/she proposes to submit, showing sequence of submittal and submittal dates. All drawings shall be submitted in accordance with the Submittal Schedule as previously specified herein.

- B. All submittals shall be addressed to the Owner or as otherwise directed by the Owner.

C. Outline Drawings

The Contractor shall submit outline drawings of the equipment to be furnished together with estimated weights, operating forces, external forces, anchoring details, and sufficient overall dimensions, to facilitate preparation of final designs of the structures into which the equipment is to be incorporated.

D. Wiring Diagrams

The Contractor shall submit complete schematic and full-line wiring diagrams for all equipment furnished by him/her. The Contractor shall furnish drawings of switch developments for all instrument and control switches and internal connection diagrams for all instruments, relays, regulators, and other devices. One print of each wiring diagram will be returned on which will be marked the wire notations and cable numbers for outgoing circuits where this information is not otherwise available to the Contractor. The Contractor shall add this information to his/her drawings. Adequate space shall be allowed on the wiring diagrams to accomplish this.

E. Detail Drawings and Erection Drawing

Before proceeding with fabrication or manufacture of the material and equipment designed and furnished by him/her, the Contractor shall submit the designs, design computations when requested, apparatus ratings, detailed specifications, general assembly drawings, sufficient subassembly drawings, details, and control and wiring diagrams to demonstrate fully that all parts will conform to the provisions and intent of the Contract Documents and to the requirements of their installations, operations, and maintenance. These drawings shall substantially conform to the Bid and Contract Drawings and shall show all necessary dimensions; all field joints and subassemblies in which the Contractor proposes to ship the equipment; locations and sizes of auxiliary connections for oil, grease, water and air; and the terminal boxes and wire sizes for electrical circuits. Before proceeding with fabrication or purchase, the Contractor shall submit shop drawings and/or catalog cuts as appropriate of items designed but not detailed on the Contract Drawings including, but not limited to structural steel and metal frames, covers, and gratings.

F. Field Detail Drawings

Layout drawings for any and all embedded components of the equipment such as but not limited to, piping, conduit, anchor bolts/plates, thimbles, etc. shall be submitted. These drawings shall be based on the Contract Drawings and shall contain sufficient detail for construction in the field.

G. Review of Drawings

1. The Contractor shall make all required submittals in .pdf format. All drawings submitted shall, insofar as practicable, be of one standard size, measuring approximately 24 x 36 inches. The Contractor's drawings shall have a blank

EQUIPMENT & MATERIAL SUBMITTALS

area of 4 x 4 inches adjacent to the drawing title block for the review stamp of the Owner's Representative. The Contractor shall verify by inspection of sample reproductions that good legible reproductions can be obtained from the reproducible before submittal.

2. Within two weeks of receipt of shop drawings or manufacturer's data, the Owner's Representative will return one copy of each drawing and/or data sheet marked to indicate the result of the Owner's Representative's review, as follows:
 - a. "REVIEWED" - Revision of drawing or data will not be required.
 - b. "REVIEWED WITH CORRECTIONS" - Contractor shall revise the drawings or data and shall submit four print copies and one reproducible copy for Owner's Representative's records.
 - c. "REVISE AND RESUBMIT" - Contractor shall revise the drawing or data and shall resubmit the revised drawing or data to the Owner's Representative for review.
 - d. "REJECTED" - Drawings are non-conforming and do not meet intent of Specifications.
3. Copies marked "REVIEWED" or "REVIEWED WITH CORRECTIONS" authorize the Contractor to proceed with construction or fabrication covered by those drawings or data sheets with corrections, if any, incorporated.
4. Review will not relieve the Contractor of responsibility for conformity to the Contract Documents and correct detail and fit of parts when installed.
5. If minor revisions are made after a drawing has been returned to the Contractor marked "REVIEWED", the Contractor shall furnish without delay one print copy and one reproducible copy subsequent to each revision. No major revision affecting the design shall be made after a drawing has been marked "REVIEWED" without resubmitting the drawing.
6. When prints of drawings have been marked "REVIEWED WITH CORRECTIONS" or "REVISE AND RESUBMIT" the Contractor shall make the necessary corrections and submit four print copies and one paper-type reproducible. Every revision shall be shown by number, date, and subject in a revision block, and in addition, each revised drawing shall have its latest revision clearly indicated. Submitted drawings which do not illustrate these indications will be considered non-conforming.
7. The applicable parts of the requirements of the above paragraphs with reference to the drawings shall apply equally to design data, catalog cuts, illustrations, printed specifications, draft reports or any other submittals furnished for review.
8. The Contractor shall make any changes in the designs which are necessary to make the equipment conform to the provisions and intent of the Contract Documents, without additional cost to the Owner.
9. Should an error be found in a Contractor's drawing during the erection of structures or installation of equipment, the correction, including any field

EQUIPMENT & MATERIAL SUBMITTALS

changes found necessary, shall be noted on the drawing, and it shall be resubmitted for review, and recorded as outlined above.

H. Record Drawings

Prior to completion of the Work under the Contract Documents, the Contractor shall furnish one complete set of full-size permanent reproducible copies of approved quality and type and 3 full size sets of prints of all Contractor's drawings and equipment as finally built, including any field changes.

I. Operating and Maintenance Instructions

1. Two hard copy sets and one .pdf version of detailed operating and maintenance instruction manuals which shall include reduced-size copies of applicable drawings, applicable parts lists and catalogs covering all equipment furnished and which may be needed or useful in operation, maintenance, repairs, dismantling or assembling, and for repair and identification of parts for ordering replacements, shall be furnished as specified.
2. Furnish operation and maintenance manuals for the various types of equipment and systems, as required by the Contract Documents. Unless otherwise indicated, a separate manual shall be furnished for each piece of equipment and/or system. The manual shall include complete information necessary to operate, maintain and repair the equipment and/or system and shall include the following specific requirements:
 - a. Table of contents and index.
 - b. Brief description of the equipment/system and principal components.
 - c. Starting and stopping procedures both normal and emergency.
 - d. Installation, maintenance and overhaul instructions which shall include detailed assembly drawings with parts list and numbers, and recommended spare parts list with recommended quantity, manufacturer's price, suppliers address and telephone number.
 - e. Recommended schedule for servicing including technical data sheets that indicate weights and types of oil, grease or other lubricants recommended for use and their application procedures.
 - f. One copy of each component wiring diagram and the system wiring diagram showing wire size and identification.
 - g. One approved copy of each submittal with any changes made during construction properly noted including test certificates, characteristic curves, factory and field test results.
 - h. For electrical systems include dimensioned installation drawings, single line diagrams, control diagrams, wiring and connection diagrams, list of material for contactors, relays and controls, outline drawings showing relays and controls, outline drawings showing relays, meters, controls and indication equipment mounted on the equipment or inside cubicles, control and protective schematics and recommended relay settings.

EQUIPMENT & MATERIAL SUBMITTALS

3. Submittal Requirements: One preliminary copy of the manual in .pdf format shall be submitted no later than the date of shipment of equipment, and installation shall not begin until they are accepted by the Owner's Representative. One approved hard copy and one in .pdf format of complete manual shall be delivered to the Owner's Representative prior to Owner's Representative inspections and tests.

J. Language

All drawings, design data, reports, instructions, catalogs, illustrations, and printed specifications shall be submitted in English.

K. System of Units of Measurement

All units of measurement used shall be in the U.S. Customary System.

PART 2- PRODUCTS

(Refer to Paragraph 1.03, Submittal Requirements, of this Section.)

PART 3- EXECUTION

(Refer to Paragraph 1.02, Submittal Schedule, of this Section.)

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

CUTTING AND PATCHING

SECTION 01 73 29

PART 1- GENERAL

1.01 SCOPE

This Section covers cutting and patching where required to perform the Work of these Contract Documents.

1.02 QUALITY ASSURANCE

Cutting and patching shall be performed in accordance with recognized and applicable standards of construction using materials equal to or exceeding those of the parent structure.

1.03 SUBMITTALS

- A. Before doing any cutting as required to complete the Work, submit a written notice to Owner's Representative, and the Owner of the specific item involved requesting consent, including:

Description of affected work

Necessity for cutting

Scope of cutting and patching

Trades and products to be used and extent of refinishing

- B. Prior to doing cutting and patching identified in writing by Owner's Representative as additional work, submit a cost estimate.

PART 2- PRODUCT

Materials used for replacement of work removed shall be of the same type, style, size, thickness, etc. of like new materials for the type of work to be performed.

PART 3- EXECUTION

3.01 GENERAL

- A. Perform all cutting and patching required to complete the Work.
- B. Cutting and patching shall include the cutting, fitting, or patching necessary to:
1. Accomplish/perform modifications to existing structures as shown on the Drawings.
 2. Remove and replace defective or deteriorated work.
 3. Remove and replace work not conforming to the Contract Documents.
- C. All Work shall be performed by skilled workers licensed to perform the Work of the trade involved and/or as may be required.

CUTTING AND PATCHING

3.02 EXECUTION

- A. Protect adjacent portions of the Work and existing facilities from damage due to cutting and patching operations.
- B. Restore work which has been cut or removed. Install new products to provide completed Work meeting all requirements of the Contract Documents.
- C. Refinish entire surfaces as necessary to provide an even and uniform finish.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

MAINTENANCE OF WORK SITE & DAILY CLEAN-UP

SECTION 01 74 16

PART 1- GENERAL

This Section covers general maintenance of the Work Site and daily clean-up which the Contractor shall be responsible for the duration of the Project, and includes, but is not limited to storage, stockpiling and/or protection of materials and Work.

PART 2- PRODUCTS

(Not applicable to this Section.)

PART 3- EXECUTION

3.00 GENERAL

Contractor shall comply with all applicable requirements specified in Section 00 72 23.

3.01 MAINTENANCE OF WORK SITE

The Contractor shall keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable, and shall remove same from any portion of the site, if, in the opinion of the Owner's Representative, such material, debris, or rubbish constitutes a nuisance or is objectionable in any way to the public. The Contractor shall remove all machinery, materials, barricades, staging, false-work, debris and rubbish connected with, or caused by said Work, immediately upon the completion of the same and shall clean all structures and Work constructed under this Contract to the satisfaction of the Owner's Representative and leave the premises in an approved condition insofar as affected by the Work under this Contract.

3.02 DAILY CLEAN-UP

Each day before the Contractor shuts down Work operations for the day, the Contractor shall clean all areas in/around/adjacent to the Work site of all dirt, mud, debris, or other items deposited thereupon resulting from the Work.

3.03 RESPONSIBILITY FOR PROTECTION OF MATERIALS

The Contractor shall be responsible for the safe storage of all equipment and materials furnished by, or to, or accepted by the Contractor, and intended for the Work until such equipment or material has been incorporated into the completed Project. Such equipment and materials as well as their related appurtenances and accessories shall, unless otherwise directed by the Owner, be unloaded at the "staging site" point of delivery, hauled to, and distributed as necessary to the specific Work site of the Project, by the Contractor. They shall at all times be handled with care to avoid damage.

All construction shall be protected by the Contractor to prevent accidental or pre-meditated damage. All cost associated with the supervision, the repair, or the replacement of damaged areas shall be considered incidental to the Contract.

3.04 STOCKPILING MATERIAL

Materials shall be so stockpiled as not to endanger the Work and so that free access

MAINTENANCE OF WORK SITE & DAILY CLEAN-UP

may be had at any time to all parts of the Work, and shall be kept neatly piled so as not to inconvenience public travel, private property owners, or adjoining tenants.

At no time shall material be stored in the street.

END OF SECTION

FINAL INSPECTION AND ACCEPTANCE

SECTION 01 80 00

PART 1- GENERAL

- 1.01 Upon completion of all Work specified in the Contract Documents, the Contractor shall perform final field alignments, adjustments, and tests to verify that the overall performance as specified have been satisfied. Acceptance tests conducted on the completed installation will be witnessed and subject to the approval of the Owner's Representative.
- 1.02 When all Work has been completed and the equipment has been installed, tested, placed into operation, and subsequently has satisfactorily operated, a thorough inspection will be made by the Owner in the company of the Contractor and the Owner's Representative, and if the Work is found to comply with the Specifications, the Work will be formally accepted and the Contractor so notified in writing as to the Final Acceptance of the Work by the Owner.
- 1.03 Should any Work be found to be inadequate, faulty, or otherwise not in accordance with these Specifications, it shall be the Contractor's responsibility to correct such Work at the Contractor's own expense, prior to Final Acceptance.
- 1.04 The period of equipment and workmanship guarantees shall commence immediately after Final Acceptance. Upon being notified of the Final Acceptance, the Contractor shall supply, to the Owner, a certificate of guarantee which shall guarantee all equipment and workmanship for a period of not less than one year or as otherwise specified in subsequent Sections of the Specifications. Guarantees shall be unconditional. Limited guarantees are not acceptable.

PART 2- PRODUCT

A "Final Inspection" report prepared by the Contractor shall be submitted to the Owner's Representative documenting the results of the Final Inspection.

PART 3- EXECUTION

Advise Owner's Representative a minimum of 72 hours prior to performing the Final Inspection.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

40' X 60' SALT STORAGE BARN

SECTION 13 34 21

PART 1- GENERAL

1.01 SCOPE OF WORK

A. General

1. The work covered by this section of the specifications consists of furnishing all plant and site labor, equipment, appliances, and materials. In performing all operations in connection with the purchase, delivery and erection of a 40' wide by 60' deep "Storemore" Salt Storage Building, with New England Wing Truss, to be installed on a 10' high above grade reinforced concrete retaining wall, complete with access doorway, 15' X 28'. Building shall be in accordance with the division specifications and located as shown on the site drawings supplied by owner. The salt storage building shall be erected on an asphalt pad (as specified elsewhere). Pad shall be constructed in place by Contractor.
2. Salt resistant design features include elimination of ground water contamination, and protection of building material and components from salt corrosion.

B. Intent

1. It is the intent of these specifications to describe a "Storemore" Salt Storage building with a "New England Wing" truss designed and constructed at the specified location. Complete as specified hereinafter for the purpose of stockpiling de-icing material to be used in the ice and snow control program per the attached specifications.
2. Building shall be clear span with no internal support posts or walls. Due to potential loader damage to walls and the corrosive nature of stored material, it is the intentions of these specifications to not allow salt to come in direct contact with any wood surface. Salt shall only contact sealed concrete surfaces or asphalt floors. Concrete wall surfaces shall be protected with a penetrating alkyltrialoxy silane sealer to resist chloride contamination. All rebar shall be epoxy coated and centered in the 12" wall to add extra protection of the rebar with a minimum coverage of 5" of concrete each face.

C. Design Criteria

1. Width 40' outside dimension, Length: 60', Vertical Height to bottom chord at sidewall: 13'-6", Overall Height: 42'-5", Door Height: ± 30'-0". Rated capacity 1,257 tons.
2. The structure shall be designed and constructed in accordance with the current edition of the IBC or local code.
3. One entrance opening shall be provided with a minimum width of 15 feet and a minimum height of 28 feet. See plans for location.
4. Center aisle of building shall measure 20' wide x 30' tall minimal clearance. Area shall extend full length of building.

40' X 60' SALT STORAGE BARN

5. Overfill protection at top of all base walls shall be included.

D. Design Qualifications

1. Complete experience statements from all bidders at the time that the bid is submitted, showing that the bidder has successfully completed at least three public works salt storage-building projects of the nature required within the past twelve months. Building projects must contain special construction technique to minimize salt corrosion, such as concrete walls and monolithic pad design.
2. Drawings of the proposed structure from a Registered Architect or Engineer, shall be submitted by bidder and included at the time that the bid is submitted. Drawings must include exterior profile of building and truss design.
3. All proposals shall include written detailed capacity calculations to clearly show volume capacity.

1.02 SUMMARY OF WORK

General information on the Work to be performed is given on Page 1, SCOPE OF WORK. Additional information on Work requirements is as follows.

1.03 PRE-CONSTRUCTION CONFERENCES

The Owner shall schedule a pre-construction conference. Submittal requirements shall be reviewed at pre-construction conference.

1.04 COOPERATION BY CONTRACTOR

- A. Phasing of Work shall be clearly established and verified with the Owner prior to commencing Work in any area. No cutting or removal Work shall begin until authorized by the Owner.
- B. The Contractor shall be responsible for the stake out and grades deemed necessary for the successful installation of the footings and base wall. It will also be the responsibility of the Contractor to make minor adjustments necessary in the foundation wall to accomplish a vertical building axis and level horizontal foundation lines.
- C. The building and all related materials furnished by the successful bidder shall be delivered to and erected or assembled at the site specified and as per the approved plans. The Contractor shall be responsible for the safe unloading and storage of all materials.
- D. Contractor shall verify at the site, grade and overall dimensions of the gravel base and asphalt pad.

1.05 INSPECTION

- A. The Contractor shall notify the owner of the date operations is to start and to contact the owner for inspections. Inspections schedule shall be set at pre-construction meeting.

40' X 60' SALT STORAGE BARN

1.06 CUTTING AND PATCHING

- A. The Contractor shall do all cutting that may be required for foundations and pavement removal.

1.07 SHOP DRAWINGS & PRODUCT DATA

Prior to the delivery of any material and/or equipment to the job site, the owner shall review four (4) copies of shop drawings, product data catalogs, material schedules, truss design, and concrete mix design submitted by Contractor.

- A. All structural and loading calculations shall be performed by a registered Engineer or Architect provided by Contractor to authority having jurisdiction. Sealed drawings shall be submitted with the bid.
- B. Wood truss drawings with design certified by a Registered Engineer or Architect acceptable to authority having jurisdiction shall be provided by Contractor.
- C. Concrete mix design.
- D. Roof shingles including color samples.
- E. Paint stain color samples for color selection.
- F. Cupola design, shutter design, trim detail. (If included in bid)

The Contractor shall sign or stamp all information to indicate that the information is accurate and complete and conforms to intent of the Drawings and Specifications.

1.08 SCHEDULING OF WORK

- A. The Contractor shall consult with the Owner and set up a mutually agreeable schedule of the work. All work will be done on a straight time basis at the discretion of the Contractor and with approval of the owner. Provisions shall be required to work evenings, weekend and holidays as schedules and weather dictates.
- B. Phasing of work shall be clearly established and verified with the Owner prior to commencing work in any area. No cutting or removal work shall begin until authorized by the Owner.
- C. Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, as determined by the State Labor Department in accordance with Labor Law.

1.09 NON-INTERRUPTION IN USE OF EXISTING FACILITIES

The Contractor shall arrange and conduct his operations so that the Owner shall have safe and free access to the existing property at all times.

1.10 TEMPORARY FACILITIES AND CONTROLS

- A. Work Storage Area: The Contractor shall have designated for his use - by the Owner - an area on the premises where he will confine his equipment and store all of his materials.

40' X 60' SALT STORAGE BARN

- B. Water and Electricity: Water and electricity may be available in the area where Work will be performed. The Contractor will not be charged for reasonable use of these services for construction operation.
- C. Construction Aids: The Contractor shall furnish, install and maintain as long as necessary—and remove when no longer required—safe and adequate scaffolding, ladders, staging, platforms, chutes, railings, hoisting equipment, etc. as required for proper execution of the Work. All construction aids shall conform to federal, state and local codes or laws for protection of workmen and the public.

1.11 WORK BY CONTRACTOR

Excavation and Filling

- A. The Contractor shall prepare a level site for the building. The Contractor shall excavate for the foundation. The Contractor shall perform all other excavation and backfilling as required.
- B. Owner will supply plot plan (or provide location) of salt building including distances from lot lines and underground utilities.

Site Grading and Drainage

- A. The Contractor shall grade the building site so that it is level to plus or, minus 1 inch. The Contractor shall be responsible for all site drainage including grading for the area surrounding the building so that slope away from the building is adequate to insure proper drainage. The Contractor shall provide for all backfill, waterproofing, final grading, site restoration, and seeding.
- B. Contractor shall provide for removal of material from footing and HMA pavement excavation.

Paving

- A. The Contractor shall furnish and install all hot mix asphalt (HMA) flooring and paving both inside and outside the building. Base paving shall be placed before footing or concrete wall is started. Paving area approximately 72' wide x 80' long.

Permits

- A. Contractor shall obtain all building permits required. Owner will waive fees for permits.

1.12 PROJECT CLOSEOUT

The Contractor shall notify the Owner when the Work will be complete and ready for inspection and preparation of a list of minor replacement, correction and adjustment items. The Contractor shall be represented on the job site at the time this inspection is made and thereafter shall complete all work by the date set for final acceptance by the Owner.

- A. Cleaning: All scrap or rubbish shall be regularly removed from the buildings. No discarded material shall be deposited on the grounds of the Owner without the express permission of the Owner.

40' X 60' SALT STORAGE BARN

- B. Final Cleaning: Prior to final acceptance by the Owner, the Contractor shall clean all of the Work and existing surfaces, building elements and contents that remain from operations.

1.13 PROJECT RECORD DOCUMENTS

- A. The Contractor shall obtain and forward to the Owner all operation and maintenance data, record drawings for the Work and statements on liens and guarantees. All such data and documents shall accompany the Contractor's request for final payment.
- B. As Built Drawings: The Contractor shall furnish to the Owner with his request for final payment, "As Built" drawings of the building.

1.14 WARRANTY

- A. The Contractor shall provide written warranties in accordance with the manufacturer's standard coverage on materials and/or installed equipment. The Contractor shall furnish the Owner with a written guarantee on materials or workmanship, for one year from the date of final acceptance by the Owner.
- B. Contractor shall provide guarantee of one (1) year on the building and two (2) years on the roof. Roof guarantee shall include labor and materials. Contractor shall provide owner a copy of shingle manufacturer's 40-year warranty.

1.15 QUALITY ASSURANCE

Contractor must be familiar and have experience completing similar buildings for salt storage. Contractor must specifically have completed similar buildings using trench through footings, and a concrete wall designed to resist salt corrosion. Contractor shall supply name, addresses, and phone numbers of similar constructed buildings supplied and built by said Contractor.

PART 2– EXCAVATIONS AND ASPHALT PAD

2.01 GENERAL NOTES

- A. This work shall include all excavating and related items necessary to complete work shown on Drawings and specified herein.
- B. Excavating and back-filling for footings are included under their respective divisions.
- C. Bottom of excavations shall be protected from frost. Foundations or slabs shall not be placed on frozen ground. Excavations shall be kept free from water at all times.
- D. Placing of footings and foundations on uncompacted fill will not be permitted. Excess cuts under footings and foundations shall be filled with concrete.
- E. Contractor shall remove all rubbish and debris for which he is responsible from the site and sweep the interior floor area broom clean prior to the final project inspection.

2.02 EXISTING CONDITIONS

- A. Contractor shall familiarize himself with the site before commencing construction. Contractor will notify owner if differing site condition exists.

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2.03 EXCAVATION

- A. Excavation for footings shall be made to firm, undisturbed soil. Asphalt removed for footing shall be carefully cut pneumatically or saw cut with a high speed diamond blade.
- B. Excavation to depth shall be a minimum of 48". Footing excavation shall bear on 2,000 psf.
- C. Quantity of excavation material is based on footing dimensions as shown on shop drawings plus 10% for overdig and undermining. Extras for labor, and quantity of material used to remedy differing site conditions such as high water table, bedrock, undermining, unsuitable fill, shall be determined via change order.
- D. At the pre-construction conference, contractor and owner shall review unit cost for a change order. Change order will include remobilization, inspection fees and review, equipment, labor and material.

2.04 BACKFILL

- A. Contractor shall notify owner of differing site conditions. Footing trench shall be filled with concrete (as specified in Section 3) to top of trench. Any undermining that may occur shall be filled with concrete.

2.05 SUBGRADE FOR BITUMINOUS PAD

- A. Contractor assumes underlying substrate will support 2,000 psf. The Contractor shall prepare the final subgrade to the elevations shown on site plan in preparation for bituminous surfacing before the building is erected.

2.06 GRANULAR SUBBASE FOR BITUMINOUS PAD

- A. On the prepared subgrade, the processed stone aggregate shall be placed and compacted to 95% of Maximum Unit Weight and to a uniform depth of 6 inches. The finished surface shall be shaped to the final bituminous grade minus 4 inches. It shall be maintained in this smooth condition until the first layer of bituminous is placed.

2.07 BITUMINOUS CONCRETE

- A. Contractor shall place bituminous concrete. All bituminous courses shall be placed using an approved self-propelled mechanical paver and compacted with approved rollers or mechanical compactors. Finish grade must not exceed 1" ± inside building area.
- B. The base course shall be 2 1/2 inches (330#/syd.) thick compacted and may be placed in one lift. The bottom course of bituminous shall be mix base. The top course shall be 1 1/2 inches (165#/syd.) thick compacted, and shall be surface mix. Place top course after walls and buttresses are constructed.
- C. Base paving in building footprint plus apron shall be placed before construction of walls. Top course shall be rolled tight against inside wall and at the doorway. Asphalt pad must be placed monolithically to minimize ground water contamination. Placement of base asphalt pad after walls are poured is not acceptable.

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2.08 BITUMINOUS PATCHING

- A. Bituminous removed for electrical conduits or repair shall be replaced with bituminous mix, 4 inches in depth.

2.09 GRADING

- A. Stone grade shall be 6" below finished floor to extent of grading. See Site Plan.
- B. Contractor shall finish backfill with 4" of topsoil and seed as required.

PART 3— BASE WALLS

3.01 GENERAL

Details of concrete design and construction not covered by the specifications herein shall be in accordance with plans as submitted. Plans will be reviewed and approved by an Architect/Engineer acceptable to local jurisdiction.

3.02 SCOPE OF WORK

The work required under this division shall include all materials, labor, equipment and services necessary to furnish and install in accordance with the drawings and specifications all items listed, but not limited to: foundations, concrete walls, joints and embedded items, and reinforcing steel. Below grade footing shall be of width size and depth to resist frost action. Footings shall be a minimum of 60" x 96" or as shown on plan. Reinforced concrete walls shall be 12" thick and 10' – 0" high. Wall must include external buttress reinforcements to resist lateral load pressure. Continuous "T" style footing is not acceptable.

3.03 INSPECTIONS, REPORTS AND TESTING

- A. Notify Owner in sufficient time to inspect:
 - 1. Form work and reinforcement before casting concrete.
 - 2. Casting concrete.
- B. Deliver (1) copy of each batch mixing order or delivery ticket directly to Owner-Engineer. Show time of arrival and departure for each delivery of concrete on delivery order.

3.04 COLD WEATHER CONCRETE

- A. The concrete shall be protected by the use of insulated blankets.
- B. At times when the prevailing temperature will produce concrete of less than 45 degrees F° the temperature of the concrete shall be raised by heating the ingredients so that the resulting mix temperature does not exceed 70 degrees F°.

3.05 HOT WEATHER CONCRETE

Concrete shall not be cast when the temperature of the concrete is above 90 degrees F°. Standard shall be ACI-305 for hot weather concrete.

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3.06 CONCRETE FORMWORK

Structural Cast-in-Place Concrete Formwork

- A. All forms shall be of wood, metal or other approved material and shall be mortar-tight and sufficiently strong and rigid to prevent distortion during the placing, vibrating, and curing of the concrete. They shall be built true to the lines designated on the Plans and shall be so maintained until the concrete has sufficiently hardened to permit their removal. Forms shall be:
 - 1. Standard "Universal" type steel or wood modular panels with either new or used form surfaces in good acceptable conditions.
- B. The inside faces of all forms shall be free of holes, irregularities, unevenness in the surface, or any defects, which may produce inferior work.

3.07 FORM SURFACE TREATMENT

The inside of all forms shall be treated with a light, clean, paraffin-base oil or other approved compound which will not injuriously affect the concrete surface. Treatment shall take place after all necessary forming construction is completed and before the placement of reinforcement.

3.08 FORM TIES AND ACCESSORIES

Ties and Spreaders

Form ties shall be of sufficient size and strength to hold the formwork securely in place during placement and curing of the concrete. Tie rods shall be held in place by devices capable of developing the strength of the rod and that when removed shall leave an opening in the concrete surface not greater than 1/4 inch in width and one inch in depth. The holes shall be repaired with 40% sand and 60% Portland concrete patching mixture.

3.09 CONCRETE REINFORCEMENT

Reinforcing bars

- A. Reinforcing bars and wire ties shall be furnished in accordance with the shapes and dimensions shown on the Plans. Field bending shall be allowed to correct minor errors.
- B. All steel reinforcement shall be accurately placed in the positions shown on the plans. Rebar shall be placed in the center of the 12" wall with 5" concrete covering each face. Bar laps shall be per ACI 318-95 and securely tied.
- C. On inside jambs of the building entrance, furnish and install two corner guard angles-4"x4"x1/4" – with standard anchors cast in the concrete. The corner guard angles shall extend the full height of exposed concrete. See Division 4 – Metals for 4"x4"x1/4" angles.
- D. Footing steel and wall steel shall be GRADE 60. Reinforcing steel shall be deformed bars conforming to ASTM-A615 grade 60, epoxy coated, clean and free from loose rust, scale, or coating that will reduce bond.

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- E. All steel reinforcing bars, wire ties and bar chairs shall be epoxy coated in accordance with ASTM D3963.

3.10 CAST-IN-PLACE CONCRETE

Structural Concrete

- A. Structural concrete for walls and buttresses shall meet the following minimum requirements: Concrete shall be ASTM C150-74 or class X, minimum 28 days compressive strength – 4000 psi, coarse aggregate – 6A or equal. Cement – Portland 1A at 6 sacks per yard. Air entrainment – 4% to 6%. Slumps – 3" minimum to 4" maximum. Concrete for footings shall be 3000 psi. Approved concrete admixtures may be used in accordance with the ACI Standard Specifications for Construction.
- B. Mechanical, high-frequency internal vibrators shall be used to consolidate the concrete during and immediately after depositing.
- C. At the time concrete is placed, the forms and reinforcing steel shall be clean. All sawdust, chips and other debris shall have been removed from the interior of the forms.
- D. Labor and equipment shall be provided by the Contractor to produce, handle and finish the concrete for the maximum pour to be completed monolithically. The necessary equipment shall be available for inspection and approval prior to its anticipated use.

3.11 FORM REMOVAL

- A. Do not remove forms and bracing until concrete has sufficient strength to support its own weight, and construction and design loads, which may be imposed upon it.
- B. Remove formwork progressively so no unbalanced loads are imposed on structure.

3.12 CONCRETE SEALER

- A. The interior walls shall be coated with a silane solution that is 40% by weight isobutyltriethoxysilane in ethyl alcohol.
- B. Sealer will be applied as per manufacture directions. (See Section 6.02)

3.13 FINISHING HARDENED CONCRETE

All fins and irregular projections over ¼ inch shall be removed from all exposed surfaces. All honeycomb areas, form tie cavities and other defects more than ¼ inch in diameter or depth shall be cleaned and patched with an approved concrete patch mixture.

PART 4– METALS

4.01 MISCELLANEOUS STEEL

- A. Doorjamb protection devices shall be two (2) 4"x4"x1/4" steel angles at the inside and outside jamb of the doorway. Shop painting shall be one (1) prime coat and one (1) coat of enamel. Coat front and backsides. Color selected by Owner.

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- B. Anchor bolts shall be hot dipped galvanized $\frac{3}{4}$ " diameter x 12" located as per plans.

PART 5— WOOD

5.01 WOOD PRESERVATIVE

- A. All lumber used in contact with concrete walls shall be pressure impregnated with CCA 100% Oxide-pure preservative equal to "OSMOSE", conforming to American Wood Preservative Association (AWPA) Standard P5 and Federal Specification TT-W-550 or equal.
- B. Pressure treated material shall be dried to a maximum moisture content of 19 percent before installation.

5.02 STUDS, BUCKS AND BLOCKING

All 2" x nominal dressed lumber—for studs, beams, plates, bucks and blocking—shall be No. 2 grade or better—that is commonly stocked and of an approved species. Truss web bracing shall meet the minimum design stress specified by truss manufacturer.

5.03 ROUGH HARDWARE

- A. All rough hardware items furnished and installed—including galvanized nails, spikes, bolts, anchors, washers and screws—shall be of the size necessary to securely fasten and hold the various members in place.
- B. All rough hardware shall be hot dipped galvanized.
- C. Spiral type or ring shank galvanized nails shall be used to secure siding.

5.04 SIDING

- A. The siding for the building shall be $\frac{1}{2}$ " exterior plywood, in accordance with PS-LATEST. All panels shall be stamped with APA grade trademark.
- B. Install flashing at the horizontal.
- C. Overfill protection $1\frac{1}{2}$ " wide shall be provided at top of concrete wall on all sides. Continuous treated sill plate is not acceptable.

5.05 WOOD TRUSS MEMBERS

- A. Design
 - 1. The roof truss design shall be certified by an engineer or architect acceptable to local jurisdiction. A complete set of design calculations—including all design loads, stresses, actual sizes of members, etc.—shall be furnished to the Owner, included with bid.
 - 2. Truss design must incorporate a continuous vertical window dormer the entire length of the building.
 - 3. The total roof truss design loads—including IBC Code average snow loads, wind components, and dead load—shall be assumed as follows:

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| | |
|-----------------------|----------------|
| Top Cord Live Load | 40.0 PSF |
| Top Cord Dead Load | 7.0 PSF |
| Bottom Cord Live Load | 0 PSF |
| Bottom Cord Dead Load | <u>2.0 PSF</u> |

Total Load 49.0 PSF

4. Wind load shall be assumed at 120 MPH.
5. Ground snow load will be 25 PSF as per IBC.
6. Members shall be 2" x nominal Southern Pine or SPF meeting the following strengths and grades unless otherwise established by the approved truss manufactures engineering design:
 - a. Top Chord Members SP #1
 - b. Web Members SP #2
 - c. Bottom Members SP #1

B. Fabrication

1. All lumber used shall be dressed to standard dimensions. Truss joints may be assembled using hot dipped galvanized steel gusset plates. Both sides of all joints shall be gusseted.
2. Cut all members to fit square and snug with adjacent members—within job assembly. Allow specified set-up time for glued members and exercise care at all time in handling each section.

C. Anchor Posts

Each trussed rafter section shall be securely fastened to anchor connectors by means of approved number of 3/8" diameter hot dipped hex head bolts, washers and nuts.

D. Truss Bracing

Add additional bracing to the trusses and web as directed by Truss manufacture and shown on drawings.

5.06 ROOF DECKING

- A. Plywood deck panels shall be 19/32", APA-CDX, group 1.
- B. All deck panels shall be applied with vertical joints staggered and nailed 8" on center at joints, and 12" on center over intermediate supports, with 8d galvanized nails. Install plywood with "C" face to interior.

5.07 SIDEWALL and GABLE END

A. Wall Panels

1. Prefabricated wall panels shall be applied to sidewalls and gable ends. Wall panel shall be framed with 2" x 4" SPF #2 or better girts 24" O.C. Sheathing

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½" applied to girts or blocks with 2" galvanized nails at 6" O.C. on edge and 12" O.C. in field max.

2. Wall panel shall be attached to posts or nailer with 2 ½" timberlok lag or equal. Two lags per girt at 24" O.C. all walls.
3. Bottom girt on all walls shall be installed 1½" above top of wall to provide overflow protection.
4. Install 36" decorative louver over door. Submit design cut sheet to owner for approval.

B. Posts and Nailers

1. Gable end wall post shall be glued and laminated southern yellow pine 4¼" x 5¼". Post shall be installed 8' O.C. with mounting bracket and through bolt as shown on plans. Attach 2 x 8 nailer to post with 10 p-ring shank galvanized nails 4" O.C. staggered.
2. Sidewall nailer shall be a 2 x 4 "L" Block nailed and glued to a 2 x 8 full height of wall. Nailer shall be attached to side wall post with four 3/8" galvanized carriage bolts with washers.

5.08 ROOFING, DRIP EDGE, AND FLASHING

A. Roofing

1. Roof shingles shall be self-sealing tab asphalt shingle with organic or fiberglass mat and carry a 40-year manufacturer's prorated warranty. Underlayment shall be a non-perforated 15# asphalt saturated felt conforming to ASTM D-226-68. All roofing shall be installed with large treated galvanized roofing nails as per shingle manufacturer specifications.
2. Owner shall select the color of the shingles.
3. Flashing shall be installed where called for on drawings and shall be 24 gauge painted aluminum.
4. Contractor shall install at edges of overhangs 24 gauge painted aluminum drip flashing.
5. Roofing shall be installed in strict accordance with shingle manufacturer instructions. Contractor will follow building manufacturer recommendation for overlaps and seams to prevent leakage.
6. Contractor shall install gravity roof ventilators in top of building to provide net free area of 1/600th of net floor area. Roof vents shall be cobra vent or equal.

- B. Colored aluminum flashing and drip edge shall be installed on the gable ends as designed on the plans.

40' X 60' SALT STORAGE BARN

PART 6- FINISHES

6.01 PAINTING

- A. Miscellaneous metals shall have one coat of prime and one coat of epoxy gloss enamel.

6.02 SPECIAL CONCRETE SEALER

The total vertical concrete surface of the structure interior shall be sealed with a penetrating water-repellent treatment.

A. Material:

1. The penetrating water repellent treatment solution shall be an approved non-epoxy resin material having met the following performance criteria based on a single application of the solution in accordance with the manufacturers recommended rate of coverage.
2. The penetrating water repellent treatment solution shall not stain, discolor or darken concrete. Application of the solution shall not alter the surface texture of concrete surfaces. Treated concrete shall be surface dry within 30 minutes after application.

B. Equipment:

1. The solution shall be applied with low-pressure airless type spray equipment with 15 to 40 psi (103 to 276K pa) application pressure.

C. Weather Limitations:

1. The penetrating water-repellent treatment solution shall not be applied when the air or concrete surface temperature is less than 36 degrees F (4° C) or otherwise below or above the manufacturers recommended application temperature range. The solution shall not be sprayed when blowing winds or other conditions prevent proper application.

D. Application:

1. The penetrating water-repellent treatment solution shall be used as supplied by the manufacturer and not diluted or altered in any way. The solution shall be sprayed onto concrete surfaces at the manufacturers recommended rate of coverage.
2. Surface treatment of new concrete shall not begin until it has cured for at least 28 days. During the final 48 hours of this period the concrete shall be allowed to air dry.

PART 7- SPECIAL FEATURES (Optional)

7.01 TRIM

- A. Provide arched doorway head trim on doorway. Frame with 2" x 6" in door end gable, match thickness of the exterior wall.

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- B. Supply and install 2" x 2" dentil trim below all frieze trim on gable and eaves.
- C. Include 12" overhang as specified in Section 5.05 on all eaves and gables.
- D. All exposed concrete surfaces shall be painted with one coat of acrylic latex masonry primed and one coat of latex paint. Submit material cut sheets for owner approval.

7.02 CUPOLA

- A. Contractor shall provide two cupolas with weather vanes. Price shall include all labor and material for complete installation.
- A. Cupola shall be a minimum of 24" square and provide a net free area of 254 ft² each. Ventilation shall be in addition to standard roof louvers in roof system.
- B. Cupola shall be of rust proof construction with bird screen and built in rain shield.
- C. Contractor shall submit catalogue cut sheet for owner approval.

7.03 CLERESTORY WINDOWS

- A. Clerestory windows shall be installed in upper vertical section of roof truss.
- B. Window shall be constructed of vinyl frames, double glazing and single hung. Overall dimensions 30" x 30".
- C. Include wood 14" x full height decorative shutters. Install shutters on each side of clerestory unit.

7.04 FAUX WINDOWS

- A. Install faux windows on lower wall as shown on plan.
- A. Window shall be wood frame, sill, rail, head. Contractor shall submit trim detail drawings for owner approval.
- B. Locate 5 faux windows on sidewall approximate dimensions are 45" x 82". Install 2 windows on each side of gable end approximate dimensions are 45" x 13'.
- C. All casing trim will be cedar.

PART 8- MEASUREMENT AND PAYMENT

8.01 MEASUREMENT

Measurement will not be made for the Work specified in this Section.

8.02 PAYMENT

- A. Payment for the Work specified in this Section will be made at the lump sum price for Item 13 34 21/01, Salt Storage Barn, in the Schedule of Prices.
- B. This price shall be full compensation for furnishing all materials; and for all preparation; demolition, cutting, removal and disposal; and for all labor, equipment,

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tools, and incidentals necessary for the Work as required by the Specifications and Drawings.

- C. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain.
- D. Hot mix asphalt placement shall be paid for separately.

END OF SECTION