PROJECT MANUAL FOR

ACKERMAN PARK OUTFIELD FENCING FIELDS 2&3

800 St. Charles Road Glen Ellyn, Illinois

Date: March 17, 2025

Owner: Glen Ellyn Park District 185 Spring Avenue Glen Ellyn, Illinois 60137

Proposals shall be received until Tuesday, April 8th, 2025, at 1:00 pm

at the Administration Office of the Glen Ellyn Park District 185 Spring Avenue, Glen Ellyn, Illinois 60137

The official distribution channel for bid document is through gepark.org/bids-rfps/ Or DemandStar, or Accurate Reprographics The Park District is not responsible for any Addendums or documents not received through any other channels.

> **Please email Nathan Troia <u>ntroia@gepark.org</u> To be added to the Plan Holders List**



Owner: Glen Ellyn Park District 185 Spring Avenue Glen Ellyn, IL 60137

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DUPAGE COUNTY, ILLINOIS

LEGAL NOTICE TO BIDDERS

Notice is hereby given that sealed bid proposals will be received by the Glen Ellyn Park District, (GEPD) Glen Ellyn, Illinois for **Ackerman Fields 2&3 Outfield Fencing** in accordance with the Bid Documents.

The Work generally includes (but is not limited to): Installation of an outfield fence with cap for two softball fields.

Bid Documents will be available digitally beginning Monday, March 17th. through the Glen Ellyn Park District the website: **www.gepark.org/about/bids-rfps/**.

Proposals will be received until <u>TUESDAY, APRIL 8, 2025, 1:00 PM at the Spring</u> <u>Avenue Recreation Center, 185 Spring Avenue, Glen Ellyn, Illinois</u>, at which time and place all proposals will be publicly opened and read aloud. Bids must be received in a sealed envelope addressed with the name of the Bidder, Owner, Project name, and date and time of the Bid. Results will be posted on GEPD website.

All questions shall be submitted in writing. Questions may be directed via email to Nathan Troia <u>ntroia@gepark.org</u>. Questions must be received two days prior to bid opening.

All contracts for work herein are subject to all District rules and regulations. This contract calls for the construction of a public work, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. The owner has determined that this is a Prevailing Wage job.

All bids will remain firm for ninety (90) days after the bid opening. The Board of Park Commissioners of the Glen Ellyn Park District reserves the right to reject any or all bids, to waive bid formalities, and to accept the lowest responsible bid that serves the best interests of the District. The lowest bidder will be determined on the basis of the base bid, or the base bid and any combination of alternates the Owner desires to accept, all in the exercise of its discretion. Owner may also use all publicly available information about the bidders in determining whether a bidder is a responsible bidder.

Minority and women-owned businesses are encouraged to submit bids for this project. The successful contract bidder(s) are encouraged to utilize minority and women-owned businesses as sub-contractors for supplies, equipment, services, and construction.

PUBLISHED BY THE AUTHORITY OF:

Board of Park Commissioners of the Glen Ellyn Park District, DuPage County, Illinois. Dated this 14th Day of March, 2025

END OF SECTION - 00 11 13

ADVERTISEMENT FOR BIDS

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

PART 1 – PREPARATION OF PROPOSALS

- A. Bids are requested for the construction of Ackerman Outfield Fencing Fields 2&3 for the Glen Ellyn Park District, (hereinafter referred to as GEPD or Owner), to be performed in accordance with the attached Bid Documents, Project Plans and Manual. The proposal must be received by the date and hour set aside for their opening.
- B. Each Bid shall consist of a completed:
 - 1. Bidders Qualifications
 - 2. Bid Form
 - 3. Affidavit of Compliance
- C. Bid Documents consist of the following:
 - Plans,
 - Project Manual and Specifications
 - Any Addenda issued prior to receipt of Bids.
- D. Bid Documents may be obtained as described in Legal Notice to Bidders.
- E. Bids must be received in a sealed envelope addressed with the name of the Bidder, Owner, Project name, and date and time of the Bid. On the outside of the bid envelope, each sealed bid shall also contain the notation "SEALED BID".

If delivered by FedEx or similar courier, be sure the outside of that envelope also indicates the bid contents.

F. Please send Bids to the attention of Nathan Troia, Director of Planning and Natural Resources, 185 Spring Avenue, Glen Ellyn, Illinois 60137. Note the hours of Spring Avenue Recreation Center are 8:30am to 5:00pm.

PART 2 - ACCEPTANCE OR REJECTION OF BID

- A. The Contract, if awarded, will be awarded to the responsible Bidder who submits the lowest responsive and best qualified Bid proposal complying with these instructions and all other Contract Documents. The lowest will be determined by base bid, base bid or alternates, or any combination deemed to be in the best interests of the District. The GEPD will accept or reject bids within ninety (90) days after analysis of the proposals and reserves the right to accept or reject any or all bids, or to waive any informality or technicality in any proposal in the interest of the owner. No Bidder may withdraw his Proposal for a period of ninety days after the date of opening thereof.
- B. The GEPD may consider such factors as bid price, work guarantee, experience and responsibility of bidder, methods of performing the work and similar factors in determining which bid it deems to be in its best interest and best meeting the requirements of the park district.

PART 3 - BID FORM

- A. A Schedule of Values is included as part of the Bid Form. The prices given in this Schedule are intended solely for the purpose of evaluating the lump sum bid. Although the Schedule of Values in some instances includes unit quantities, this project is to be bid as a lump sum. The bidders are responsible for verifying their own quantities for bidding purposes. The lump sum price shall be for an installed and complete project as drawn and specified.
- B. If the Schedule of Values includes any allowances, each bidder should include this amount in the lump sum bid.

PART 4 - EXAMINATION OF DOCUMENTS AND INSPECTION OF SITE

- A. Before submitting a Proposal, Bidders shall carefully examine the Bid Documents, Project Manual, Drawings and Specifications, visit the site of work, fully inform themselves of all existing conditions and limitations, and include in the Proposal a sum to cover the cost of all items to be constructed/work to be performed.
- B. The failure or omission of any bidder to receive or examine any form or document, or to visit the site and become acquainted with existing conditions shall in no way relieve the bidder from any obligation with respect to his bid. No pleas of ignorance, oversight or miscalculation of the conditions prevailing shall suffice to secure withdrawal of a Proposal submitted or to invalidate the Contract or bond after its execution.
- C. Any quantities are given as a courtesy only. Bidders are responsible for verifying all quantities and not to rely solely on the quantities shown in this schedule.

PART 5 - QUALIFICATIONS AND REFERENCES

A. The Contractor bidding the project shall be actively engaged in work of the nature described in the plans and specifications and must be able to demonstrate that adequate persons and materials are available to perform the work. The Contractor shall submit with the Bid Proposal no less than three (3) references for which the Contractor has completed work similar to that described in the plans and specifications.

PART 6 - PROPOSAL GUARANTY

A. A Bid Bond is not required for this project.

PART 7 - ADDENDA

Any Addenda issued during the bidding period shall be included in the bid proposal lump sum price and shall be considered part of the Contract Documents. Receipt of all Addenda shall be acknowledged on the bid form. FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM ON THE BID FORM MAY DISQUALIFY BID.

All Addendum and associated Bid Document shall be issued through Glen Ellyn Park District website gepark.org/bids-rfps/ or online plan room referenced on website. The Glen Ellyn Park District shall not be responsible for information received or not received through this source any other source. It is the responsibility of the bidder to check the website for addendums.

PART 8 - SUBSTITUTIONS AND MODIFICATIONS

Substitutions (Alternates) for materials, proprietary products, process or equipment may be made only with prior written approval of the GEPD using the Substitution Request Form found at the end of this section, Instruction to Bidders - 00 21 13.

Requests for substitutions shall be submitted to the GEPD five (5) working days, excluding Saturday and Sunday, prior to the bid opening date exclusive of bid opening date. All requests shall include a complete description of the proposed substitute, the name of the material, process, or equipment for which it is to be substituted, and drawings, specifications and data sheets to sufficiently evaluate how the substitution favorably compares to the specified item. Any substitution accepted by the GEPD shall be done so in a written addendum to the bid documents prior to the bid opening.

Use of an alternative product must be approved prior to bidding. Failure to pre-approve an alternative product assumes (mandates) that the bidder has reflected an intended use of the materials and/or manufacturers of the products specified in the Drawings and Specifications.

Whenever in the Project Manual or on the Drawings any material, equipment, device or process is specified or indicated by patent or proprietary name, or by name of its manufacturer, such reference to a material, equipment, device or process has been used to establish a type and quality.

References to the term "equal" or "approved equal" shall mean that an item substituted for a proprietary item shall be of equal or greater quality and shall be approved in the manner described in this section.

PART 9 - INTERPRETATION OF DOCUMENTS

A. If any person requires clarification or discovers discrepancies or omissions in the Bid Documents, they shall bring these to the attention of the Owner Representative. Any interpretation or correction of the documents will be made only by Addendum issued by the Glen Ellyn Park District.

Bidders may contact *Nathan Troia* <u>*ntroia* @gepark.org</u> with any questions during the bidding process.

All questions shall be submitted in writing via email.

B. If an error is found in a bid, it must be corrected before the date and time for the bid opening. A written request for withdrawal of the original bid or any part thereof may be granted only if the request is received prior to the specified time of closing.

No bid may be withdrawn or cancelled after the closing time for receipt of bids and for a period of thirty (30) days thereafter

PART 10 - SALES TAX EXEMPTION

The Glen Ellyn Park District is exempt from payment of the Retailer's Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax, as required by Illinois law. No tax shall be charged for purchases made on behalf of the Glen Ellyn Park District.

PART 11 - INSURANCE

The Contractor shall obtain and maintain insurance of the types and in the amounts listed below. The failure to meet these insurance requirements is cause for cancellation of the agreement.

Commercial General and Umbrella Liability Insurance

The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be deemed excess of such Contractor's insurance and shall not contribute with it.

Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Workers Compensation Insurance

Contractor shall maintain workers compensation and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Contractor's activities.

Evidence of Insurance

The Contractor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested. Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements, or failure of the District to identify a coverage deficiency from evidence that is provided, shall not be construed as a waiver of such Contractor's obligation to maintain such insurance.

The District shall have the right, but not the obligation, of prohibiting such Contractor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of the Agreement entered by the parties at the District's option. Contractor shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

Acceptability of Insurers

All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents, or such Contractor may be required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claims administration and defense expenses.

District's Insurance

Under no circumstances shall the District be required to name the Contractor, its officers, employees, agents, subcontractors, suppliers and representatives as additional insureds under District's insurance coverage.

PART 12 – SUBSTANCE ABUSE PREVENTION

The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) (the "Act").

Failure by the Contractor to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of the Agreement for cause in the Owner's sole discretion and any other remedy as provided in the Contract. In the event of a default hereunder, Contractor shall also pay to the Owner all damages Owner is entitled to under the Contract that arise from the default, together with interest, costs and the Owner's reasonable attorney fees.

PART 13 – IDENTITY PROTECTION

Pursuant to the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq*, the Glen Ellyn Park District has adopted this policy to ensure the confidentiality and integrity of Social Security numbers (SSNs) that the District collects, maintains, and uses. Any information sent or forwarded to the District by various contractors or vendors, especially certified payroll, shall have all references to employee SSNs removed prior to sending.

PART 14 - PREVAILING WAGE AND LABOR LAWS.

For those Agreements calling for the construction or repair of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the "Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (the "Department") publishes the prevailing wage rates on its website at <u>http://labor.illinois.gov/</u>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record-keeping duties.

A signed Affidavit of Compliance shall be included in the bid proposal.

PART 15 – DISTRICT'S RIGHT TO INSPECT AND REJECT WORKMANSHIP, MATERIALS, AND EQUIPMENT.

The District will have the right to inspect the workmanship/ materials /equipment procured through this Agreement, and to reject any nonconforming/damaged work/equipment. The District will give notice to Contractor of any rejection of the work/equipment or claim for damages on account of condition, quality or grade of the work/equipment. Neither inspection nor acceptance by District shall act as District's acceptance of any defects or deficiencies in the work/equipment and shall not act as a waiver of any rights District has with respect to such defects, deficiencies or failure, including rights under any warranty.

Section	Details
TERMINATION	The District may, at any time, terminate the Agreement in whole or in part for the District's convenience and without cause. In the event of
	such termination: a) Contractor shall recover payment for approved and properly performed work completed prior to
	the effective date of termination; and b) Contractor shall not be entitled to damages or
	lost profits resulting from termination for convenience under this Section.
WARRANTIES	Unless otherwise required by law, the Contractor shall provide, a minimum one (1)-year warranty on all workmanship and material and or equipment provided to the District by the Contractor.
PAYMENT	Payment shall be made by the District to the Contractor upon the District's receipt of an invoice itemizing the work properly performed, as determined by the District, for the period covered by the invoice. The contract sum shall be paid and shall bear interest in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). No Event of Default shall occur if the District complies with this Section.
CHOICE OF LAW AND LIMITATIONS	The Agreement, its validity, enforceability and interpretation, shall be governed by the laws of the State of Illinois, including the ten (10)-year statute of limitations in Illinois for contract claims. Jurisdiction for any claims shall be only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
ASSIGNMENT	Contractor shall not assign the Agreement to any person or entity other than an affiliate of the Contractor without the District's prior written consent.
LEGAL FEES	The District shall be entitled to the award of attorneys' fees and costs in the event the District is the prevailing party in any suit or action in connection with the enforcement of the terms and conditions of the Agreement.
NO WAIVER OF TORT IMMUNITIES	Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the District under the Illinois Local Government and Governmental Employees Tort Immunity Act.
COMPLIANCE WITH LAWS	Contractor shall comply with all applicable local,

state and federal codes, laws, ordinances, rules
and regulations. Contractor shall be licensed and
bonded to perform the work hereunder and shall,
at its sole cost and obligation, be responsible for
obtaining all permits required to perform its
duties under this Agreement. Any breach by
Contractor of the foregoing laws, regulations and
rules shall constitute a breach by Contractor of
this Agreement.

PART 16 - PERFORMANCE AND PAYMENT BOND

Within (10) days after the award of contract, the successful contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond, each equal to 100% of the contract and all obligations arising from it. Bonds shall be provided on the AIA-312 Form or similar form and shall become part of the Contract. The failure of the successful bidder to enter into contract and supply the required bonds within the (10) days of award of contract, or within such extended period as the GEPD may grant, shall constitute default, and the GEPD may either award the contract to the next responsible bidder, or readvertise for bids. A charge against the defaulting bidder may be made for the difference between the amount of the bid and the amount for which a subsequent contract is executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

END OF SECTION 00 21 13

SUBSTITUTION REQUEST (During the Bidding Phase)

Project:		Substitution Request Number:	
		From:	
То:		Date:	
		Project Number:	
Re:		Contract For:	
Specification Title:		Description:	
	Page:		
Proposed Substitution:			
Manufacturer:		Phone:	
Trade Name:		Model No.:	

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

Advancement of Construction

Technology

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: Signed by: Firm: Address:	
Telephone:	

REVIEW AND ACTION

Signed by:			Date:
Supporting Data Attached: Drawing	gs X Product Data Samples	Tests	Reports
© Copyright 1996, Construction Specifications 99 Canal Center Plaza, Suite 300 Alexandria, V			September 1996 CSI Form 1.5C

SECTION 00 31 00 – PRELIMINARY SCHEDULE

1.01 GENERAL

A. The following represents the preliminary construction schedule for the Work. This schedule is the current estimate of the Owner to be used for the purposes of bidding. All bidders shall include the costs of all overtime, double-shift, or so-called "premium" time that may be necessary to meet this milestone.

1.02 PRELIMINARY SCHEDULE

Item	Date	Notes
Bid Documents Available	March 17, 2025	Through <u>www.gepark.org/about/bids-</u> <u>rfps/</u>
Bids Due	Tuesday April 8, 2025 1:00 pm	
Award of Contract	Anticipated April 15, 2025	At Park District monthly board meeting
Pre-Construction meeting with the Owner and Contractor	TBD	
Commencement of Construction	June 2, 2025	
Substantial Completion	July 31, 2025	

END OF SECTION - 00 31 00

SECTION 00 41 13 - BID FORM

Ackerman Outfield Fencing Fields 2&3

GLEN ELLYN, ILLINOIS

COMPANY NAME:_____

THIS PROJECT IS SUBMITTED TO: Glen Ellyn Board of Commissioners

To whom it may concern:

The undersigned Bidder has received the Bid Documents, Drawings and Project Manual, titled Ackerman Outfield Fencing Fields 2&3

The undersigned has received the following Addenda and have included their provisions in my bid:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

The undersigned Bidder, hereby agrees:

- 1. To hold the bid open for ninety (90) days
- 2. To accept the provisions of the Contract Documents
- 3. To furnish bonds, bid security, certificate of insurance and schedule of values as specified
- 4. To accomplish the work in accordance with the Contract Documents
- 5. That the Bid price is a lump sum cost for materials, installation and labor for the installation
- 6. That this Bid is genuine, and not sham or collusive, or made in the interest or behalf of any person not herein named
- 7. If awarded the contract, the undersigned further agrees to begin work with an adequate force and equipment within 7 days as established in the agreement.

THE UNDERSIGNED BIDDER, having familiarized himself with the work required by the Contract Documents, the site(s) where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted to enter into Agreement to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work as

Dollars,

indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the following Bid Prices. Contractor must submit on all scheduled values to be considered.

BASE BID PRICE:

The undersigned Bidder will perform all the work for the Ackerman Outfield Fencing Fields 2&3, for the base bid lump sum cost of:

(\$_____).

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

PREPARED BY:

Signed: _____

Name Printed: _____

Title: _____

Company: _____

SCHEDULE OF VALUES – BASE BID

Bidder to complete the Schedule of Values. The Schedule of Values is for bid evaluation, aiding the bidder in estimating quantities and preparing the lump sum bid. Bidders are responsible for <u>verifying all quantities and not relying solely on the quantities shown in this schedule</u>. The successful bidder will be required to enter into a lump sum contract agreement. No additional payments will be made due to the discrepancies between bidder's estimated quantities, owner's estimated quantities, and the actual installed quantities to construct the work as drawn and specified. The Unit Prices will be used to establish change orders for additions or deductions to the project as approved by the Owner. The Unit Price shall include all equipment, materials, and labor necessary to complete the work.

Section	Description	Quantity	Unit	Unit Price	Item Total
	Fencing				
	Field 2. Outfield Fence. 6'H Black Poly Coated, with Yellow Fence Cap. Approx. 315 Linear Feet Total. Including Footers	1	LSUM	\$-	\$-
	Field 3. Outfield Fence. 6'H Black Poly Coated, with Yellow Fence Cap. Approx. 315 Linear Feet Total. Including Footers	1	LSUM	\$-	\$-
	Fencing and project incidentals.	1	LSUM	\$-	\$-
				SUBTOTAL:	\$-
	General Requirements				
	Contracting and General Requirements	1	LSUM		\$-
	Bonds & Insurance	1	LSUM		\$-
	1	1	<u> </u>	Base Bid	\$-

COMPANY NAME:_____

END OF SECTION - 00 41 13

SECTION 00 45 13 - BIDDER'S QUALIFICATIONS

ALL BIDDERS ARE REQUIRED TO FILL OUT THE FOLLOWING INFORMATION AND SUBMIT IT ALONG WITH ALL OTHER BID REQUIREMENTS.

BIDDER GENERAL INFORMATION:

Bidder Name:	
Submitted By:	
Name and Title	
Address:	
Business Phone:	
Business Fax:	
Email address of Bidder:	
Business Type: Sole Proprietor Partnership Corporation formed in the State of Joint Venture Other : 	-

If a Sole Proprietor, please answer the following:

Name in Full:

Home Address:

Business Address

Date of Birth

	Place of Birth
	Driver's License #/State
lf a Co	prporation, please answer the following:
	Date & Place Incorporated
	State of Incorporation
	President:
	Vice President:
	Secretary:
	Treasurer:
	Is the corporation held publicly or privately?
lf a Pa	rtnership, please answer the following:
	Date of Organization:
	Type of Partnership:
	Name & Partnership Share of:
	General Partner #1:
	General Partner #2:
	General Partner #3:
lf a Jo	int Venture, please answer the following:
	Date of Organization:
	Name 9 Type of Entity of each laint) (anture (norther schin / corn / cole prop.)
	Name & Type of Entity of each Joint Venture (partnership/corp./sole prop.):
	General Venture #1:
	General Venture #2:
	General Venture #3:

General Venture #4:

If other than a Corporation or Partnership, describe organization and name principals:

BIDDER BACKGROUND INFORMATION:

Have you ever failed to complete any work awarded to you? If yes, indicate when, where and why:

Ves____ No____

Has your contractor's license been revoked at any time in the last five years?

Yes____ No____

At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes____ No____

Contractor has the appropriate level of insurance according to the Bid Documents:

Yes____ No____

Contractor has current Workers' Compensation Insurance as required by the Labor Code:

□ Yes____ No____

Contractor is licensed to do business as a Contractor in the jurisdiction where this Project is to be completed:

□ Yes____ No____

How many years has your organization been in business as a contractor?

Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

Yes____ No____

If Yes, please have that company submit this document with your Bid.

Has your firm changed names or license number in the last five years'	?
---	---

Yes____ No____

If Yes, please provide all names and contractors' license numbers used within the last five years:

Has there been a change in ownership of the firm at any time in the last three years?

□ Yes____ No____

If Yes, please list the name and contact information for the previous Owner(s):

Was your firm in bankruptcy at any time during the last five years?

□ Yes____ No____

If Yes, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed as well as a copy of the Bankruptcy Court's discharge order.

At any time in the last five years has your firm been assessed liquidated damages?

Ves____ No____

If Yes, please provide the information pertaining to the project(s):

In the last five years have you, a subsidiary of your firm or past owner of your firm been associated, been debarred, disqualified, removed or otherwise prevented from bidding on or completing a project:

□ Yes___ No____

BIDDERS QUALIFICATIONS

If Yes, please provide the information pertaining to the project(s):

In the last five years has your surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project?

Yes____ No____

If Yes, please provide the information pertaining to the project(s):

In the last five years has your insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm:

Ves____ No____

If Yes, please provide the insurance carrier's information and the year this occurred:

Has OSHA cited and assessed penalties against your firm for any violations of its safety or health regulation in the last five years?

Yes____ No____

If Yes, please provide the information pertaining to the project(s):

Bonding Capacity:

Name of Bonding Company/Surety

Address:

Phone:

List all other sureties (name and full address) that have written bonds for your firm during the last five years, include the dates which each wrote the bonds:

PROJECT EXPERIENCE:

List three (3) Fencing installation projects your organization has completed in the past five (5) years which are similar in scope to the Work which you would be performing for the Glen Ellyn Park District. Do not include projects completed by individual employees while working at organizations under a different name.

1. Project Name: _____

Owner, Contact Person and Phone Number	
Architect, Contact Person and Phone Number	

Contract Amount	
-----------------	--

Date of	Completion	
---------	------------	--

Percentage of work completed by your organization_____

Percentage of work completed by subcontractors_____

2. Project Name: _______
Owner, Contact Person and Phone Number _______
Architect, Contact Person and Phone Number _______
Contract Amount _______
Date of Completion _______
Percentage of work completed by your organization _______
Percentage of work completed by subcontractors _______
3. Project Name: ________
Owner, Contact Person and Phone Number _______
Owner, Contact Person and Phone Number _______
Architect, Contact Person and Phone Number _______
Date of Completion _______
Date of Completion _______
Percentage of work completed by your organization ________
Percentage of work completed by your organization ________
Percentage of work completed by your organization _________
Percentage of work completed by your organization __________
Percentage of work completed by your organization _____________

DESIGNATION OF SUBCONTRACTORS:

The undersigned certifies that they have used the sub-bids of the following listed subcontractors in compiling this Bid. The subcontractors listed will be used only for the work for which they are listed in their bid. All subcontractors are subject to the approval of the Owner, and are required to read and follow the Project Specifications that pertain to the work they are performing. If a bidder does not submit any sub-contractors, they will be required to complete all work within their own workforce. If subcontractors are listed, all bonds and insurance shall be written to include them. (List additional subcontractors on separate sheet of paper).

1.	Subcontractor Name:	
	Type of Work:	
	Address:	
	Phone Number:	
2.	Subcontractor Name:	
	Type of Work:	
	Address:	
	Phone Number:	
3.	Subcontractor Name:	
	Type of Work:	
	Address:	
	Phone Number:	

I, the undersigned, certify and declare that I have read all the foregoing answers to this Request for Qualifications Statement and know its content.

SIGNATURES:

Submitter's Signature

Date

Title

Name of Organization Represented

The above submitter being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Notary Public Signature

Date

Commission Expiration

END OF SECTION - 00 45 13

SECTION 00 45 20 - AFFIDAVIT OF COMPLIANCE

The undersigned, being first duly sworn on oath, deposes and states that he has the authority to make this certification on behalf of the undersigned,

(Name of Company)

(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 undersigned or with any competitor; and
(2) the prices which have been quoted in this bid have not been knowingly disclosed by the undersigned and will not be knowingly disclosed by the undersigned prior to opening directly or indirectly to any other undersigned or to any competitor; and
(3) no attempt has been made or 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.

(B) The undersigned further states,

(1) he is the person in the undersigned's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2)(a) he is not the person in the undersigned's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized 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) that he has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

- (C) The undersigned certifies that, pursuant to Illinois Compiled Statutes, 720 ILCS 5/33E-1 et seq., the undersigned is not barred from bidding on this contract as a result of a conviction for violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (D) The undersigned certifies that, pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42.1-1, the undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (E) The undersigned agrees to provide a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- (F) The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) (the "Act").

- (G) Is not barred from bidding on this public contract as a result of a violation of either Section 33E-3 or 33E-4 of Illinois Revised Statues Chapter 38, Article 33E (Public Contracts)
- (H) Is in compliance with Illinois Human Rights Act, including the sexual harassment policy amendment which took effect July 1, 1993 (codified as 775 ILCS 52-105-1993), requiring a written anti-harassment policy that meets the directives of the Act;
- Agrees to comply with all the provisions of the Americans with Disabilities Act with respect to employment, program participation, public service and any other provisions related to your operations in service to the Glen Ellyn Park District.
- (J) The undersigned, does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Human Rights Act.
- (K) The contractor understands and agrees to abide by the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the Act). This contract calls for the construction of a public work, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the Act). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current prevailing rate of wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Departments web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labors website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

- (L) The contractor understands and agrees to provide competent supervision and personnel capable of completing all required work in a safe manner as governed by current OSHA standards and all other authorities having jurisdiction
- (M) It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the undersigned to receive payment under any award made hereunder.

Authorized Signature:

Title:

SUBSCRIBED AND SWORN TO before me this

_____ day of _____, 2022

Notary Public

END OF SECTION - 00 45 20

SECTION 00 52 13 – AGREEMENT FORM

- PART 1 GENERAL
- 1.01 FORM OF AGREEMENT
 - A. AIA Document A101 & A201, Owner-Contractor Agreement Form Stipulated Sum (2017 Edition), forms the basis of Contract between the Owner and Contractor.
 - B. The above document may be examined at the Owner's office or purchased at the American Institute of Architects, <u>http://www.aia.org/docs-purchase&defPr=1</u>.
- 1.02 RELATED REQUIREMENTS
 - A. Document 00 72 13 General Conditions.
- PART 2 PRODUCTS (NOT APPLICABLE)
- PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION - 00 52 13

SECTION 00 61 00 – BONDS, CERTIFICATES AND FORMS

PART 1 – GENERAL

A. List of Subcontractors:

Contractor shall provide a List of Subcontractors within seven (7) days .of Contract date. The List shall include the Contractors Name, Trade Performed, Address, Phone Number, Fax Number, and Names and Cell Phone Numbers of Project Manager and Superintendent.

B. Performance / Payment Bonds:

The forms of Bonds shall be "Performance Bond" and "Payment Bond", The American Institute of Architects Document A312, December, Most Recent Edition. The Bidder shall furnish performance and payment bonds covering the faithful performance of the Contract and payment of all obligations arising hereunder. The cost of such Bonds shall be included in the Bid. The Performance and Payment Bond shall be in the amount of 100% of the contract price.

- C. Bid Bond. Bid Bond is not required for this project.
- D. Substantial Completion

The form of "Certificate of Substantial Completion" shall be provided by the Owner.

G. Request for Information (RFI) Form

This form shall be used by the Contractor when requesting information from the Owner during the bidding process.

H. Substitution Request Form

This form shall be used by the Contractor when requesting consideration of a proposed product or material substitution.

END OF SECTION - 00 61 00

SECTION 00 72 13 – GENERAL CONDITIONS

- PART 1 GENERAL
- 1.01 GENERAL CONDITIONS:
 - A. The General Conditions for this Project are "General Conditions of the Contract for Construction", American Institute of Architects Document A201, 1997 Edition, including all supplements.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

END OF SECTION - 00 72 13

SECTION 00 73 00 – SUPPLEMENTARY CONDITIONS

PART 1 - TERMS

- 1.1 TERMS
 - A. For the purpose of these specifications, the terms "Owner" and "GEPD" shall refer to the Glen Ellyn Park District.
 - B. The term "Contractor" shall refer to the party entering into the contract for the performance of the Work.
 - C. The term "Owner's Representative", "Landscape Architect", "Architect" or "Engineer" shall mean a designated employee or employees of the Glen Ellyn Park District
- 1.2 GOVERNING SPECIFICATIONS
 - A. The term "IDOT Standard Specifications" shall mean the most current adopted edition of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
 - B. The IDOT Standard Specifications shall govern the work except as specifically modified on the Plans and in these Specifications.

PART 2 - WORK COMPLETION TIME

2.1 CONTRACT TIME

Work shall commence no earlier than the date fixed in a Notice to Proceed that will be prepared by the Owner. Contractor is encouraged to minimize the length of time involved in on-site construction. Scheduling shall take into account time for ordering and delivery of equipment. Subject to delay resulting from a strike or other force majure defined herein, substantial completion of all items, including completion of punch list items shall be no later than the date listed in the A101 Contract. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the GEPD may withhold such sums as may be necessary from final payment to complete the work.

2.2 DAILY RESTRICTIONS

The daily work schedule shall conform to the stricter of the following two schedules: either 1.) the regulatory limitations imposed by the municipality where the site is located or 2.) work at the project site shall not commence before 7:00 am and shall not be conducted after 6:00 pm on weekdays and not before 8:00 am or after 5:00 pm on weekends.

PART 3 - RETAINAGE

GEPD will retain ten percent (10%) of the amount of each progress payment until final completion and acceptance by the GEPD of all Work included in this Contract.

PART 4 - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

- A. The Contractor is required to comply with the following equal employment opportunity clause by the Illinois Fair Employment Practices Commission as a material term of all public contracts.
- B. In the event of Contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared non responsible and, therefore, ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During performance of this Contract, Contractor agrees as follows:
 - That he/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry and further that he/she will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such underutilization.
 - 2. That if he/she hire additional employees in order to perform this contract or any portion hereof he/she will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which they may reasonably recruit and he/she will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized
 - 3. That in all solicitations or advertisements for employees placed by him/her or on his/her behalf, he/she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
 - 4. That he/she will send to each labor organization or representative of works with which they have or are bound by a collective bargaining or other agreement or understanding, a notice advising each labor organization or representative of the contractor's under Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in his efforts to comply with such act and rules and regulations, the contractor

will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

5. That he/she will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the commission or the contracting agency, and in all respects comply with Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

END OF SECTION - 00 73 00

SECTION 01 10 00 - SUMMARY OF WORK

PART 1 GENERAL

1.01. DESCRIPTION

A. The Park is located at Ackerman Park, 800 St. Charles Road in Glen Ellyn, Illinois. The work consists of the installation of a 6-foot-high outfield fence on two existing softball fields.

1.02. STAGING

- A. Contractor field office space and material storage will be limited to areas adjacent to the parking lot as directed by the Owner.
- B. Stay off field of play. Contractor responsible for any damage to park, including rutting, etc.

1.03. SCOPE OF WORK

- A. Prior to construction, the Contractor shall be responsible for providing the Owner with a detailed construction sequencing schedule outlining the days times, and areas of the parking lot that will be affected and shut off to patrons. The intent is to keep as much of the parking lot functioning as possible during construction.
- B. During construction the Contractor shall be responsible for erecting and maintaining all temporary traffic control measures, including signs, barricades, etc. required to direct traffic and patrons.

1.04. CONTRACTOR DUTIES:

- A. Except as specifically noted, provide and pay for:
 - 1. Labor, materials and equipment.
 - 2. Tools, construction equipment and machinery.
 - 3. Other facilities, utilities and services necessary for proper execution and completion of work.
- B. Pay legally required sales, consumer and use taxes.
- C. Secure and pay for, as necessary for proper execution and completion of work.
 - 1. Licenses.
- D. Give required notices.
- E. Comply with codes, ordinances, rules, regulations orders and other legal requirements of public authorities which bear on performance of work.

F. Promptly submit written notices to Owner, of observed variance of Contract Documents from legal requirements.

1.05. JOB CONDITIONS

- A. Maintain regular traffic flow around site unless otherwise directed.
- B. Repair any damage to property which is to remain in use, or that belongs to any person, or persons, on or off the site, caused by construction.
- C. Perform all work in such a manner as to prevent fires. Remove debris promptly; do not burn materials on the site.
- D. Protect and maintain existing utility lines in such a manner as to prevent interruptions of service.
- E. Cap all utility lines terminated by work on this project in a manner approved by governmental and utility authorities having jurisdiction.
- F. Remove all materials from construction operations in such a manner as to avoid creating a nuisance. Legally dispose of all materials on a daily basis.
- 1.06. CONTRACTS:
 - A. Construct work under single contract, employing acceptable low subcontractors.

1.07. OWNER-FURNISHED PRODUCTS:

- A. The Owner will provide all items as specified in the contract documents. However, the work does include providing support systems to receive Owner furnished equipment, and mechanical and electrical connections.
- B. Owner Duties:
 - 1. Schedule delivery date with supplier in accordance with construction schedule.
 - 2. Obtain installation drawings and instructions.
 - 3. Submit claims for transportation damages.
 - 4. Pay for all building and permit fees.
- C. Contractor Duties:
 - 1. Designate required delivery date for each product in construction schedule.
 - 2. Repair or replace items damaged as result of Contractor operations.
 - 3. Unload delivered products.
 - 4. Promptly inspect delivered products; report damaged or defective items.

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- 5. Handle at site, including uncrating and storage.
- 6. Protect from exposure to elements, and from damage.
- 7. Install, connect, and finish products

1.08. CONTRACTOR USE OF PREMISES:

- A. Confine operations at site to areas permitted by:
 - 1. Permits.
 - 2. Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of materials, tools, equipment and products stored on premises.
- D. Move any store products which interfere with operations of other Contractor.
- E. Obtain and pay for use of additional storage or work areas needed for operations.
- F. Provide all pumping necessary to keep site utility lines and excavations free from water. Do not discharge on adjoining property.

1.09. PERFORMANCE OF WORK:

- A. All contractors shall inspect surfaces, structure and other work precedent to their work and upon which their work depends, and verify that no defects or errors are present that could result in poor application in their work or cause latent defects in workmanship.
- B. Any defects or errors found in work precedent to another contractor's operations, shall be reported to the general contractor, who shall see that such are corrected prior to commencement of work by the contractor affected.
- C. Commencement of any operation shall constitute acceptance of substrates or preceding work by the contractor performing same.
- D. Each sub-contractor shall adequately prepare substrates or preceding work prior to commencing his installation operations.
- E. All manufactured articles, materials, appliances and equipment shall be applied, installed, connected, erected, used, clean conditions, and placed in operation as directed by the respective manufacturer, insofar as these directions are applicable to this particular project and are not in conflict with superior requirements in the specifications or requirements of applicable Building Codes.

1.10. PARTIAL OWNER OCCUPANCY:

- A. Schedule early completion of designated areas for Owner usage prior to substantial completion of entire project.
- B. Contractor Provide:
 - 1. Access for Owner personnel.
 - 2. Operation of mechanical and electrical systems.
- C. Prior to occupancy, execute certificate of substantial completion.
- D. Upon occupancy, Owner provides:
 - 1. Maintenance.
 - 2. Insurance.

END OF SECTION 01 10 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. In general, it is the Contractor's responsibility to notify the Landscape Architect if there will be changes to the Contract Sum or Contract Time. Regardless, if it was owner initiated or due to unforeseen circumstances. This is to be done as soon as possible.
- C. Related Sections include the following:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Landscape Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests:
 - Landscape Architect will issue a Proposal Request with proposed changes in Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental drawings or attachments. Proposal Request form shall be AIA Document G709, or similar document. A Proposal Request may also come verbally from the Landscape Architect. Do not consider the Proposal Request as a reason to stop work in progress or to execute the proposed change.
 - 2. Contractor shall then submit to Landscape Architect a Proposal estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
- b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
- d. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- B. Contractor-Initiated Proposals:
 - 1. If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a Proposal to the Landscape Architect.
 - 2. Contractor shall submit to Landscape Architect a Proposal estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change.
 - b. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
 - c. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
 - e. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal, Contractor will issue a Change Order for signatures of Owner and Contractor. Using AIA Document G701 or similar.

- B. Any Change Order must be signed, prior to commencement of work. Proposals and Change Orders presented after Work has been complete will not be authorized for payment.
- PART 2 PRODUCTS (Not Used)
- PART 3 EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 76 - PROGRESS PAYMENT PROCEDURES

PART 1 – GENERAL

- 1.01 SUBMITTAL OF APPLICATIONS:
 - A. Submit applications for payment to the Owner in accordance with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor.

1.02 FORMAT AND DATA REQUIRED

- A. Submit itemized applications type on AIA Document G702, Application and Certificate for Payment, and Continuation Sheets G703.
- B. Provide Itemized Data on Continuation Sheets:
 - 1. Format, schedules, line items and values: Those of the Schedule of Values accepted by Owner.
 - 2. Major trades in Schedule of Values shall be broken down into sub-categories.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Fill in required information, including that for change orders executed prior to the date of submittal of application.
- B. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets.
- C. Execute certification with the signature of a responsible officer of the contract firm.

1.04 CONTINUATION SHEETS

- A. Fill in total list of all scheduled component items of work with item number and the scheduled dollar and cents value for each item.
- B. Fill in the value in each column for each schedule line item when work has been performed or products stored.
- C. List each change order executed prior to the date of submission, at the end of the continuation sheets.
- D. List by change order number, and description, as for an original component item of work.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
 - 1. Project.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. Item number and identification as shown on application, and description for stored products.
- 1.06 SUBMITTAL PROCEDURE
 - A. Before each certificate for payment is issued, Contractor shall furnish to the Owner a complete statement of the amount due to Subcontractors, parties supplying material, and for his own materials and labor on a Contractor's sworn affidavit form (Construction Industry Affairs Committee of Chicago, Form No. 1, "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner", Form No. 591).
 - B. The first payment request shall be accompanied by the Contractor's partial waiver of lien as well as all Certified Payroll for that pay period.
 - C. Each subsequent monthly payment request shall be accompanied by the Contractor's partial waiver and the partial waivers of Subcontractors and suppliers who were included in the immediate preceding payment request, to the extent of that payment as well as all Certified Payroll for the Contractor and Subcontractors. (The Contractor must submit partial waivers on a current basis, but the Subcontractors and suppliers may not be more than one payment late with their partial waivers.)
 - D. If there is a project allowance included as part of the Contract Sum, designated in Article 4, Section 4.4 of the AIA Document A101-2007, the Contractor shall submit, with his monthly pay applications, an allowance adjustment summary to the Owner showing what portions, if any, of the allowance have been used.
 - E. The Contractor may use his own Allowance Adjustment form or one provided by the Owner.
 - F. Applications for payment shall be submitted to the Owner in accordance with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor.
 - G. Material necessary to construction of project, delivered upon premises, shall not be removed from premises without written consent of the Owner.

G. Payments will be made on account of materials (fabricated) or equipment not installed but delivered and suitably stored and protected at the site or stored off site in a bonded warehouse. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation for those materials and equipment stored off the site.

1.07 APPLICATION FOR FINAL PAYMENT

- A. Fill in application forms as specified for progress payments.
- B. Use continuation sheets for presenting the final statement of accounting as specified in Section 01 70 00, Closeout Procedures.
- C. The acceptance of the final payment by the Contractor shall be held to be a waiver of any and all claims against the Owner arising out of or in connection with the Contract. At the time of substantial completion, all waivers shall be current up to 100 percent of the value of the work as of that date.
- PART 2 PRODUCTS (Not Used)
- PART 3 EXECUTION (Not Used)

END OF SECTION 01 29 76

SECTION 01 70 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 2. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
- C. It will be left to the Contractor's discretion if a professional land surveyor is retained for field layout. Otherwise, it will be the responsibility of the Contractor or Subcontractor to implement the field layout.
- 1.3 SUBMITTALS (Not Used) <Modify as necessary>
- 1.4 QUALITY ASSURANCE (Not Used) <Modify as necessary>
- PART 2 PRODUCTS (Not Used)

PART 3 - EXECUTION

EXECUTION REQUIREMENTS

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

- 1. Notify Landscape Architect and Owner not less than two (2) days in advance of proposed utility interruptions.
- 2. Do not proceed with utility interruptions without Owner's written permission.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Landscape Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A "Request for Interpretation."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Landscape Architect promptly.
- B. General: If practical, engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks (minimum of 3) and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Landscape Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, foundations, and column grids, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piles from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Landscape Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Landscape Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Landscape Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two (2) permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Certified Survey: On completion of foundations, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- D. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.

- 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Landscape Architect.
 - 2. Allow for structural movement, including thermal expansion and contraction.
 - 3. Use only anchors and fasteners specified in contract documents or "Approved Equal".
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive

Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
- D. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- E. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- F. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- G. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

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

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 01 70 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Instruction of Owner's personnel.
 - 6. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Progress Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 INSPECTIONS & PUNCH LISTS

- A. Preliminary Procedures: Before requesting a owner inspection for Substantial Completion, complete the following:
 - 1. Complete startup testing of systems.
 - 2. Submit test/adjust/balance records.
 - 3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 4. Complete final cleaning requirements, including touchup painting.
 - 5. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Owner inspection: Submit a request for Owner inspection for Substantial Completion.
 - 1. On receipt of request, Owner will either proceed with inspection alone or request contractor to be present.
 - 2. Owner will prepare the Punch List or additional items identified by the Owner that must be completed or corrected before Certificate of Substantial Completion will be issued.
 - 3. Re-inspection: Request re-inspection when the Work identified in Punch List is completed or corrected.
 - 4. Owner re-inspects and initials items on the Punch List that have been completed or corrected. Then notifying contractor of any outstanding items. This cycle continues until all items are verified by Owner to be complete or corrected.

1.4 SUBSTANTIAL COMPLETION

- A. Procedures:
 - 1. When all work is found to be substantially complete and in accordance with the Contract Documents, a Certificate of Substantial Completion will be issued.
 - 2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 3. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 4. Submit a final Application for Payment according to Division 1 Section "Progress Payment Procedures."

1.5 WARRANTIES

- A. Warranties begin at date designated on the Certificate of Substantial Completion.
- B. Contractor to guarantee all labor performed and materials installed for a period of (1) one year from the date of substantial completion.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

- 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with Owner with at least seven (7) days' advance notice.
 - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
 - 1. System design and operational philosophy.
 - 2. Review of documentation.
 - 3. Operations.
 - 4. Adjustments.
 - 5. Troubleshooting.
 - 6. Maintenance.
 - 7. Repair.

3.2 FINAL CLEANING

A. General: Provide final cleaning prior to re-inspection of completed punch list items. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, eventextured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice if present.
 - f. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including equipment vaults, manholes and similar spaces.
 - h. Remove labels that are not permanent.
 - i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - j. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and other foreign substances.
 - k. Replace parts subject to unusual operating conditions.
 - I. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - m. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

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SECTION 32 31 13 – COATED CHAIN LINK FENCING SYSTEM

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes chain link fencing and accessories for commercial and industrial use.
- B. Related Sections
 - 1. Cast-in-Place Concrete Section 03 30 00

1.2 SUBMITTALS

- A. Shop drawings: Layout of fences and gates with dimensions, details, and finishes of components, accessories, and post foundations.
- B. Product data: Manufacturer's catalog cut sheets indicating material compliance and specified options.
- C. Samples: Color selection for PVC finishes. If requested, samples of materials (e.g., fabric, wires, and accessories).

1.3 WARRANTY

A. Provide manufacturer's standard limited warranty that chain link fence fabric is free from defects in material and workmanship for a period of 15 years from the date of purchase. Contractor shall warranty installation workmanship of all play equipment for a period of one year starting on the date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Products shall originate from a qualified manufacturer having a minimum of five years' experience in manufacturing PVC coated chain link fencing.
- B. Obtain chain link fences and gates, including accessories, fittings, and fastenings, from a single source.

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2.2 CHAIN LINK FENCE FABRIC

- A. PVC coated, 6 mil (0.15 mm) to 10 mil (0.25mm) thickness, thermally fused to zinc-coated steel core wire, per ASTM F668 Class 2b. Core wore tensile strength 75,000 psi.
- B. Size: See Fence Schedule on Drawings.
- C. Color: Black, ASTM F934.
- D. Selvage of fabric shall have a knuckled finish at the top and bottom.

2.3 STEEL FENCE FRAMING

- A. Framework: SS-40 or MT-40, fence framework conforming to Standard Specification ASTM F 1043, Group 1C. High-strengh steel pipe triple coated per ASTM F 1043: external coating, Type B; internal coating, Type D.
- B. PVC Coated finish: In accordance with ASTM F 1043, apply supplemental color coating of 10 to 15 mils in Black color to match fabric
- C. Pipe diameter: See Fence Schedule on Drawings.

2.4 PROTECTIVE FENCE CAP

A. Provide protective pre-split poly tubing, 4 ½" dia., U.V. protected or approved equivalent on all fence as designated on the plans. Use zip ties to secure at intervals recommended by the manufacturer. Color to be standard yellow unless noted otherwise.

2.5 ACCESSORIES

- A. Chain link fence accessories: Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.
- B. Post caps: PVC-coated formed steel, cast malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide one cap for each post.
- C. Top rail and brace rail ends: PVC-coated pressed steel per ASTM F626, for connection of rail and brace to terminal posts.
- D. Sleeves: Lengths of top rails to be connected using 6" PVC-coated sleeves that allow for expansion or contraction of the rail.

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- E. Tie Wire: PVC-coated, 9 gauge (3.76 mm) galvanized steel or aluminum for attachment of chain link fabric to posts and rails. Hog rings attach fabric to tension wire to be 12 ½ Gauge (2.502) mm.
- F. Brace and tension (stretcher bar) bands: PVC-coated pressed steel.
- G. Tension (stretcher) bars made of one continuous piece of steel or aluminum, 3/16" x ¾" (4.76 mm x 19 mm). Provide one bar per end or gate post and two bars per corner or pull post. <Include if tension bars are required>
- H. Tension wire: PVC applied to metallic coated steel wire per ASTM F 1664, Class 2a, 6 gauge (4.88 mm) diameter core wire with tensile strength of 75,000 psi. <Include if tension bars are required>
- I. Truss rods and tightener: PVC-coated steel rods with minimum diameter of 3/16" (7.9 mm). Capable of withstanding a tension of 2,000 lbs., minimum.
- J. Nuts and bolts are galvanized but not vinyl coated. Cans of PVC touch up paint are available to color coat nuts and bolts if desired.

2.7 SETTING MATERIALS

A. Concrete: Minimum 28 day compressive strength of 3,000 psi.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure property lines and legal boundaries or work are clearly established.

3.2 CHAIN LINE FENCE FRAMING INSTALLATION

- A. Install chain link fence in accordance with ASTM F 567 and manufacturer's instructions.
- B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30° or more.
- C. Space line posts uniformly as shown on the Drawings. Do not exceed a maximum of 10' o.c. spacing.

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- D. Concrete set terminal and gate posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have a diameter 4 times greater than outside dimension of post, and depths approximately 6" (152 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose solid, and for posts with heavy lateral loads. Set post bottom as shown on the Drawings. Place concrete around posts in a continuous pour. Trowel finish around post. Slope to direct water sway from posts.
- E. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- F. Bracing: Install horizontal pipe brace at mid-height for fences 6' (1829 mm) and over, on each side of terminal posts. Firmly attach with fittings. Install diagonal truss rods at these points. Adjust truss rod, ensuring posts remain plumb.
- G. Top rail: Install lengths, 21' (6400 mm). Connect joints with sleeves for rigid connections for expansion/contraction.
- H. Center rails are to be installed when fence fabric is 12' (3658 mm) or higher, or when shown on the Drawings.
- I. Bottom rails are to be installed as per the Drawings.

3.3 CHAIN LINK FABRIC INSTALLATION

- A. Fabric: Install fabric on security side and attach so that fabric remains in tension after pulling force is released. Leave approximately 1" (25 mm) between finish grade and bottom selvage. Attach fabric with wire ties to line posts at 15" (381 mm) on center and to rails, braces, and tension wire at 24" (600 mm) on center.
- B. Tension (stretcher) bars: Pull fabric taught, thread tension bar through fabric and attach to terminal posts with bands or clips spaced maximum of 15" (381 mm) on center.

3.4 ACCESSORIES

- A. Tie wires: Bend ends of wire to minimize hazard to persons and clothing.
- B. Fasteners: Install nuts on side of fence opposite fabric side of added security.

A. Clean up debris and unused material, and remove from the site.

END OF SECTION 32 31 13