

**BOOK 2A**

**STANDARD TERMS AND CONDITIONS  
PROCEDURES MANUAL  
FOR DESIGN BUILD CONTRACTS**

**CONTRACT NUMBERS 1963 to 1979**

**2013 SCHOOL INVESTMENT PROGRAM  
PROJECT NUMBER 01 TO 17**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



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**STANDARD TERMS AND CONDITIONS – PROCEDURES MANUAL**

**SECTION 01010 - SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. The Owner is:

Public Building Commission of Chicago  
Richard J. Daley Center  
50 West Washington Street, Room 200  
Chicago, Illinois 60606

**1.2 PROJECT DESCRIPTION**

A. The Project name, type of project, and address is stated in Book 1 Section II.

**1.3 DEFINITIONS**

The definitions set forth in the Standard Terms and Conditions for Construction Contracts are incorporated herein by reference.

**1.4 EMERGENCY PROCEDURES**

A. Emergency City Services

All emergency City services (police, fire, ambulance) may be contacted by calling 911.

B. PBC and User Agency Contacts

In the event of an emergency, the Commission Representative shall be contacted at the numbers indicated in the Notice to Proceed letter.

**PART 2 - EXECUTION**

**2.1 PRECONSTRUCTION MEETING**

A. A preconstruction meeting will be held at a time and place designated by the Commission Representative to identify responsibilities of the Design-Builder, Commission, Commission Representative, and the Commission's Architect and to explain administrative procedures. The Commission Representative will set the due date for Design-Builder's first payment application at the pre-construction meeting.

B. The Design-Builder shall also address the following items at this meeting:

1. Submittal of preliminary construction schedule.
2. Use of the Site.
3. Delivery and storage.

4. Safety.
5. Security.
6. Clean up.
7. Administrative procedures relating to:
  - a. Submittals.
  - b. Progress meeting schedule.
  - c. Change Orders.
  - d. Applications for payment.
  - e. Record Documents.

C. Attendees shall include:

1. The Commission.
2. The Commission's Architect (if applicable).
3. The Commission Representative.
4. The Design-Builder's superintendent, project manager, architect and mechanical-electrical coordinator.
5. Other parties as directed by the Commission.

## 2.2 COORDINATION WITH OCCUPANTS

### A. ACCESS TO THE PROJECT

1. The area available to the Design-Builder for the performance of the Work is shown on the drawings. Material and equipment storage and field offices shall be confined to the area indicated on the Drawings.

2. Access to the Project will be limited to the routes indicated. The Design-Builder must obtain prior written approval from the Commission Representative for any proposed alternate routes.

3. If the Commission or User continues to occupy portions of the Project during construction, the Design-Builder must schedule and conduct the Work so as to cause the least interference with the operations of the Commission and User.

4. Occupied areas include all areas in which the Commission or User will conduct regular activities, or which will be accessible to the public, and access to such areas.

5. If it is necessary to access or conduct construction operations in occupied areas, review the schedule, and the intended method of separating the Work from the occupants with the Commission Representative. Obtain the Commission Representative's approval of the period, hours and areas to be used prior to commencement of Work.

6. Limit access through occupied areas to those days and times approved by the Commission Representative.

7. Access to and use of existing facilities is permitted only for the performance of the Work and only after approval has been obtained from the Commission Representative.

8. When the following must be interrupted, provide alternate facilities acceptable to the Commission Representative or schedule the interruption for a time when occupancy will not be impaired:

- a. Emergency means of egress
- b. Utilities and building systems which must remain in operation to allow safe and useful occupancy

### **2.3 SECURITY PROCEDURES**

The following security procedures must be followed by the Design-Builder.

- A. Limit access to the Project to persons involved in the Work.
- B. Provide secure storage of materials for which the Commission has made payment and which are stored on Site.
- C. Secure completed Work prior to occupancy as required to prevent loss.
- D. Secure and protect facilities and property of the Commission and User in areas of the Work.
- E. Furnish and install fence as detailed in Section 01070-1.2(k) Fencing of this Procedures Manual.

### **2.4 COORDINATION**

- A. The Design-Builder must inform the Commission Representative when coordination of Design-Builder's Work with others is required. Notify each party involved, in writing, of the schedule and nature of activities that require such coordination.
- B. The Design-Builder must prepare coordination drawings where limited available space may cause conflicts in the locations of installed products, and where required to coordinate installation of products.
  - 1. In particular, prepare coordination drawings showing all piping, duct, cabletrays, electrical ductbanks, and similar items, but not electrical conduit less than 4" in diameter.
  - 2. Where space is limited, show plan and cross-section dimensions of space available, including structural obstructions and ceilings as applicable.
    - a. Coordinate shop drawings prepared by separate entities.
    - b. Show installation sequence when necessary for proper installation.

### **2.5 MECHANICAL AND ELECTRICAL COORDINATOR**

- A. The Design-Builder must provide a staff member or members as necessary who have the responsibility to perform mechanical and electrical coordination as stated in Section 9.05 of Book 2.
  - 1. Qualifications:
    - a. Experienced in coordination of mechanical and electrical work on projects of similar type and scale, including administration and supervision.
    - b. Approval by Commission Representative.
  - 2. The responsibilities of the mechanical and electrical coordinator are listed in Section 2.5 B through L, below.
- B. Coordinate all HVAC, plumbing, fire protection, electrical and site utility work, and coordinate that Work with the other work on the Site.

1. Where space is limited, coordinate arrangement of mechanical, electrical, and other Work to fit.
  2. Coordinate cutting and patching activities and sequencing.
  3. Coordinate use of temporary facilities.
- C. Prepare coordination drawings where required and where indicated.
- D. Prepare and maintain a separate schedule of activities which relate to this Work; include:
1. Submittals.
  2. Temporary utilities.
  3. Commissioning
- E. Participate in progress meetings. Report progress, changes required in schedules, and unresolved problems.
- F. Review submittals for compliance with the Contract Documents, Commissioning plan, and for coordination with other Work including, but not limited to:
1. Check field dimensions, clearances, relationships to available space, and anchors.
  2. Check compatibility with equipment, other Work, electrical characteristics, and operational control requirements.
  3. Check motor voltages and control characteristics.
  4. Coordinate controls, interlocks, wiring of switches, and relays.
  5. Coordinate wiring and control diagrams.
  6. Review the effect of changes on other Work.
- G. Obtain and distribute installation requirements for each item of equipment requiring mechanical or electrical connections; include:
1. Electrical power characteristics.
  2. Control wiring requirements.
- H. Observe and maintain record of tests and inspections.
- I. Observe Work for compliance with Contract Documents and Commissioning plan, and notify the applicable Subcontractor in writing of deficiencies in the Work.
- J. Coordinate and observe start-up, demonstration, and functional testing of equipment and systems.
- K. Coordinate maintenance of Record Documents.
- L. Assist the Commission Representative and Commission's Architect with final inspections.

**END OF SECTION 01010**

**SECTION 01025 - PAYMENT, CHANGE ORDER, AND SUBSTANTIAL COMPLETION PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. Section includes:

1. Schedule of Values.
2. Payment procedures.
3. Modification procedures.
4. Completion procedures.

**1.2 CONTRACT TERMS AND CONDITIONS**

- A. Payments are governed by the requirements of Book 2, the Standard Terms and Conditions of the Contract Documents which are supplemented by the procedures stated here in the Procedures Manual.
- B. Payment for material and/or equipment stored on or off Site is intended to facilitate the procurement of long lead job specific items of significant value. Payment for material stored off site is governed by the Standard Terms and Conditions, Article 16, "Payments."

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

**3.1 SCHEDULE OF VALUES**

- A. The Design-Builder must prepare and submit a Schedule of Values in hard copy and in electronic version on a CD ROM no later than 15 days subsequent to Notice to Proceed, and no less than 15 days prior to the first Payment Application.
1. Submit hard copy in size not larger than 8 1/2" by 11".
  2. Submit four (4) copies.
  3. Identify with:
    - a. Project name.
    - b. Contract number.
    - c. Architect's name.
    - d. Commission's name.
    - e. Design-Builder's name and address.
    - f. Submittal date.
- B. Schedule of Values: The Design-Builder must break costs down into the line items which will be used in Design-Builder payment applications.
1. Coordinate line items in the Schedule of Values with portions of the Contract Documents which identify units or subdivisions of Work; provide cross-referencing if necessary to clarify.
  2. Divide major subcontracts into individual cost items.

3. Where applications for payment are likely to include products purchased or fabricated but not yet installed, provide individual line items for material cost, installation cost, and other applicable phases of completion.
4. Show the following as separate line items:
  - a. Material testing.
  - b. Operations and maintenance data.
  - c. Project Record Documents.
  - d. Bond and insurance premiums.
  - e. Permit costs.
  - f. Overhead and profit.
5. Include the following information for each line item:
  - a. Item name.
  - b. Applicable specification section.
  - c. Dollar value, rounded to the nearest whole dollar (with the total equal to the Base Contract Price).
  - d. Proportion of the Base Contract Price represented by this item, to the nearest one-hundredth percent (with the total adjusted to 100 percent).
6. Provide the following supporting data for each line item:
  - a. Subcontractor's name.
  - b. Manufacturer or fabricator's name.

- C. The Commission Representative shall review the Schedule of Values. Should the Commission Representative notify the Design-Builder that the Schedule of Values is not satisfactory, the Design-Builder shall revise and resubmit the Schedule of Values until it is approved.
- D. After approval of the Schedule of Values, the Design-Builder may request revisions to the Schedule of Values. It is within the sole discretion of the Commission Representative whether to approve the revisions requested.

### 3.2 PAYMENT APPLICATION PROCESS

- A. The Design-Builder must prepare the Payment Application using standard forms provided in Book 2 of the Contract Documents.
- B. Payment Review meetings:

The first pencil draw meeting will be held on the date not more than 10 days prior to the due date of the first payment application, which will have been set at the preconstruction meeting. The due date for each subsequent payment application will be the same day of the month as the due date for the first payment application. If that date falls on a weekend, the payment application will be due the following Monday. If that Monday is a holiday, the payment application is due the following Tuesday. The pencil draw for each payment application will be the date 10 days prior to the due date for that payment application. If the date for the pencil draw falls on a weekend, the pencil draw will be held on the Friday prior to that weekend.

**Comment [A1]:** Is this the plan for this project?

- C. Payment Application Format:

1. The documents are to be presented in the following order:
  - a. Exhibit A      Payment Application Form
  - b. Exhibit M      Payment Application Form Change Order



- c. Exhibit B Design-Builder's Sworn Statement and Affidavit for Partial Payment
  - d. Exhibit C Design-Builder's Waiver of Lien for Partial Payment
  - e. Exhibit D Subcontractor's Waiver of Lien To Date and Affidavit
2. All copies of Payment Applications provided to the Commission must have original signatures and original notary seals. If a Subcontractor is applying for final payment, substitute "Sworn Statement and Affidavit for Final Payment" and "Final Waiver of Lien and Contractor's Affidavits" in lieu of items e and f above. Blank copies of the payment application documents are attached as Exhibits to Book 2. The Design-Builder may reproduce these forms as needed.
  3. The Design-Builder must report the value of contracts with any Subcontractor, consultant, or material supplier which are greater than one thousand (\$1,000.00) dollars as a separate line item on the "Design-Builder's Sworn Statement and Affidavit for Partial Payment" (Book 2, Exhibit B). First-tier subcontractors and all Minority owned business enterprises or Women owned business enterprises who are providing labor or material to the Project, consultants, or material suppliers must submit "Waiver of Lien To Date and Affidavit" (Book 2 Exhibit D – Partial, Exhibit I – Final) for that line item on the Design-Builder's sworn statement. The Partial Waivers of Lien are due as set forth in Section 3.2.F below.

D. Payment Application Process:

1. The Design-Builder must prepare a pencil copy draft of the Payment Application.
2. At the payment review meeting, the Commission Representative and Design-Builder shall conduct a detailed review of the Payment Application. Any errors, inaccuracies, or omissions shall be noted. The Design-Builder shall have available such supporting documentation as the Commission Representative deems necessary to support the application for payment.
3. The Design-Builder shall make all required corrections and revisions and prepare one (1) original hard copy of the payment application and provide to the Commission Representative. The Design-Builder shall, at the same time, submit the payment application electronically through the Commission's designated web based system.

E. General Comments:

1. Contract amounts are to include only those Change Orders that have been approved by the PBC Board of Commissioners as of the close of the current payment period. Payment Applications will be returned for revision if unapproved Change Orders are billed.
2. All Change Orders must be allocated to the affected line items on the sworn statement. Payment Applications will be returned for revision if the total Change Order is added as a new line item on the sworn statement.
3. All amounts reported on the MBE/WBE documents must agree with the corresponding line items on the sworn statement. Submit MBE/WBE participation summary with each application for payment which identifies participation as a percentage of subcontracts.

F. Waivers of Lien:

1. The Design-Builder must present its fully executed "Design-Builder's Waiver of Lien for Partial Payment" (Book 2, Exhibit C) for the net amount of the current Payment Application. One (1) fully executed set of Subcontractor waivers covering payments made

to First-tier Subcontractors and all Minority owned business enterprises or Women owned business enterprises who are providing labor or material to the Project for the prior Payment Application, as provided in Section 16.02.8 of Book 2, must be provided for the current Payment Application. These trailing partial waivers of lien for Subcontractors are to be submitted directly to the Finance Department of the PBC, and are due no later than 30 days after payment has been made to the Design-Builder for the payment application covered by the waiver. The date of payment to the Design-Builder for each payment application is published on the PBC website. In all cases, Subcontractor's "Waivers of Lien To Date and Contractor's Affidavits" (Book 2, Exhibits C [Partial] and H [Final]) must bear original signatures and original notary seals and are to be provided in the order of appearance on the related sworn statement.

2. Prior to the final application for payment, the Design-Builder shall submit a "Final Waiver of Lien and Contractor's Affidavit" (Book 2, Exhibit G) or "Supplier's Final Release and Waiver of Lien" (Book 2, Exhibit K) from every entity who may be legally entitled to file a mechanic's, materialman's, or other lien.

### 3.3 FIRST PAYMENT PROCEDURE

The following documents are due prior to the first application for payment:

1. Schedule of Values.
2. List of Subcontractors, including addresses.
3. Design-Builder's construction schedule.
4. Submittal schedule.
5. Quality control activities schedule.
6. Unit price schedule (if applicable).
7. Names of the Design-Builder's principal staff assigned to the Project.
8. Names of the Design-Builder's representatives authorized to sign invoices and waivers.
9. Copies of building permit and other authorizations from governing authorities.
10. First progress report.
11. Minutes of the preconstruction meeting.
12. All submittals specified to occur prior to the first application for payment.

### 3.4 CHANGE ORDER PROCEDURES

- A. The Design-Builder must designate a single individual authorized to receive Change Orders and who will be responsible for informing others of changes to the Work.
- B. Changes in cost resulting from Change Orders shall include only those costs provided in Section 16.03.1 of Book 2.
- C. The Design-Builder shall provide sufficient information for evaluation of proposed changes within fourteen (14) days following receipt of a Field Order. The Design-Builder shall immediately advise the Commission in writing if any requested Bulletin can not be priced and submitted to the Architect within fourteen (14) days of receipt. The Commission Representative will determine if additional time is warranted, and will so notify the Design-Builder of its determination. In no case shall the Design-Builder be allowed more than (21) days for pricing of a Bulletin. The Design-Builder shall not be entitled to a time extension should its proposal not be received by the Architect prior to the required time. Such information shall include:

**Comment [A2]:** The deadlines need to be revised to reflect the overall time frame for this program.

1. The amount of change in the Base Contract Price, if any.
  2. The amount of change in the Contract time, if any, with explanation.
  3. Cost breakdown, using Schedule of Values line items, separated into material and labor costs, additions and deletions, and with overhead and profit handled in the same manner as specified for the Schedule of Values.
  4. The period of time within which the proposed changes in Base Contract Price or time will be held. At a minimum, the pricing shall be held until the next Commission meeting. Should said proposal be received by the Architect or Commission Representative beyond the cut-off date established by them for the upcoming Commission meeting, then the Design-Builder shall maintain its proposed price and schedule impact until the next Commission meeting.
  5. Quantities and unit costs of products, labor, and equipment.
  6. Taxes, insurance, and bonds.
  7. Impact on MBE/WBE, Local Subcontractor and Community Hiring compliance
  8. Overhead and profit.
- D. The Design-Builder may propose changes pursuant to Section 17.03 of Book 2.
1. Do not use change order form.
  2. Provide the information required for Change Proposal Requests.
  3. Describe reasons for change.

### **3.5 SUBSTANTIAL COMPLETION PROCEDURES**

- A. The Design-Builder may make its request for inspection and provide its Payment Application at the same time.
- B. At the request of the Design-Builder, the Commission Representative will perform an inspection for Substantial Completion for each phase or location of the Project.
- C. The following activities must be completed prior to Design-Builder's request for inspection to ascertain Substantial Completion:
  1. Delivery of maintenance materials and tools.
  2. Demonstration of all equipment and systems, including but not limited to, submission of test and balance reports, manufacturer's start-up reports, or other documents required by the Contract Documents.
  3. Instruction of the Commission's and/or User's personnel.
  4. Removal of temporary facilities.
  5. Changeover to permanent locking systems.
  6. Final cleaning.
  7. The Commission has been informed in writing of necessary procedures for changing over insurance coverage.
  8. The Commission has been informed in writing of procedures for changing over operation, maintenance, security, etc.
  9. All other activities specified to occur prior to Substantial Completion have been completed.
  10. Commissioning functional performance testing.
  11. The Commission has been informed in writing, by the Design-Builder, of procedures for changing over from temporary utilities by Design-Builder to permanent service by owner. Include local utility, company name, contact, phone, and account numbers.

Include schedule for termination, removal of temporary utility, and restoration.  
Arrange a date with Commission for service change over.

- D. The Design-Builder must submit the following with the payment application following Substantial Completion:
1. Meter readings of all utilities services for which the Design-Builder has been paying.
  2. Final list of incomplete Work.
  3. Other data required by the Contract Documents.

### **3.6 FINAL COMPLETION AND ACCEPTANCE PROCEDURES**

- A. The Design-Builder must not submit request for inspection for Final Completion and Acceptance of the Work until the following submittals have been made:
1. List of completed Punch List Work.
  2. Start-up reports.
  3. Final testing, adjusting, and balancing reports.
  4. Demonstration reports.
  5. Instruction reports.
  6. Warranties.
  7. Maintenance agreements.
  8. Operation and maintenance manuals.
  9. Final progress photographs.
  10. Project Record Documents.
  11. All other submittals specified to occur prior to Substantial Completion.
- B. The following activities must be complete prior to Design-Builder's request for final inspection:
1. Completion of all Punch List Work, except those items agreed upon by the Commission.
  2. All activities specified to occur between Substantial Completion and Final Completion and Acceptance have been completed.
- C. At the request of the Design-Builder, the Commission Representative may perform one inspection for Final Completion and Acceptance for each phase or location of the Project.
1. The Design-Builder must submit the following with its request for inspection:
    - a. Previous inspection lists indicating completion of all Punch List Work.
    - b. Written approval for any incomplete Punch List Work.
  2. If the Commission Representative is unable to issue the certificate for Final Completion and Acceptance because the Work is not complete, the Design-Builder shall pay all subsequent inspection costs, including compensation for the Architect's services and expenses.
- D. The Design-Builder must not submit its request for final inspection until all other outstanding specified submittals and items stated in "3.6A" and "3.6B" above have been completed.
- E. The Design-Builder must submit the following with the final payment application:

1. Certified copy of the Punch List Work, stating that each has been completed or otherwise resolved for acceptance.
2. Updated final statement, accounting for final changes to the Base Contract Price.
3. Final liquidated damages statement.
4. Meter readings of all utilities services which the Design-Builder paid after Substantial Completion.
5. Certification that financial obligations to governing authorities and public utilities have been fulfilled.
6. Description of unsettled claims.
7. Certificates of insurance for all coverages specified to commence at Final Completion and Acceptance.
8. Other data required by the Contract Documents including, but not limited to the requirements of Book 2, Section 16.08.2.

### **3.7 LABOR COMPLIANCE REPORTS**

- A. Each contractor and every lower-tier subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the Commission.
- B. Electronic submittal will be via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the Commission's reporting system.
- C. Use of the system shall include additional data entry of week payroll information including: employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. in the manner specified by the Commission..
- D. This requirement will be "flowed down" to every lower-tier subcontractor and material supplier required to provide labor compliance documentation.

**END OF SECTION 01025**

## SECTION 01070 - PROJECT CONDITIONS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. General Project conditions.

#### 1.2 PROJECT CONDITIONS

A. The Design-Builder must comply with the obligations stated in Section 1.2 B through V.

B. Existing buildings and Site may be occupied during the period of the Work. Avoid interference with use of such areas and interruption of access to them.

C. Take precautions to prevent fires and to facilitate fire-fighting operations.

1. Keep temporary and permanent fire fighting facilities readily accessible; keep fire fighting routes open.
2. Do not allow smoking in areas where highly combustible or explosive materials are present.
3. Carefully supervise the operation of potential fire sources, including heating units.
4. Conduct welding operations in manner to prevent fire; comply with local regulations.
5. Provide personnel for fire watch during welding operations.

D. Take precautions to prevent accidents due to physical hazards:

1. Provide barricades, warning lights, or signs as required to inform personnel, building occupants and the public of the hazard being protected against.
2. Safety barricades: Comply with regulations.
3. Provide temporary walkways where walking surfaces are hazardous.
4. Notify the Commission before beginning Work that involves hazardous operations.

E. Take care to prevent pollution of air, water, and soil.

1. Comply with environmental protection regulations.
2. Do not dump contaminates in areas that will result in contamination.
3. In partially occupied facilities where Work is to be performed, provide dustproof partitions to isolate Design-Builder's work activities from building occupants and the public.
4. All access corridors requiring use by the User shall be maintained in a clean condition and free of construction materials and debris.

F. Minimize discharge of effluent and rainwater runoff into sewers.

1. Control sediment discharge into sewers; filter out construction debris, soil, and contaminants.
2. Comply with regulations and orders of public utilities regarding use of sewers.
3. Where disposal of effluent or rainwater by means of sewers is not lawful or is not possible, provide alternative methods of disposal.

G. Prevent erosion due to rainwater runoff.

- H. Control windblown dust; prevent erosion to Site and nuisance to neighbors.
- I. Prevent flooding of excavations, below-grade construction, and adjacent properties due to rainwater runoff or water table.
- J. Protect property indicated to remain, including:
  - 1. Plants and trees, as indicated on the Drawings.
  - 2. Existing property, as indicated on the Drawings.
  - 3. Existing drive and parking lot paving and sidewalks.
- K. Fencing:
  - 1. Furnish , install, and maintain new chain-link fence at boundary lines of all Sites included in this contract or added to this contract by change order. In addition, Design-Builder must maintain existing fencing. Where two or more parcels comprise a contiguous Site, the fence should surround the entire Site.
  - 2. Material:
    - a. 9 gauge 2" galvanized steel mesh, 8 feet high
    - b. 3" outside dimension galvanized end posts with caps
    - c. 2" diameter outside dimension galvanized line (intermediate) posts
    - d. 10 ft. max. center to center, with caps
    - e. 1-5/8" outside dimension galvanized top and bottom rails
    - f. 12 gauge min. galvanized ties
    - g. Required fittings for proper installation of above.
    - h. Opaque fabric meshing affixed to fence as required by Chicago Municipal Code Section 13-32-125.
  - 3. Method:
    - a. Unless otherwise indicated on the drawings, posts are to be set at a depth of no less than 3'0" below ground level and anchored in concrete to full depth. Posts shall be properly capped. End posts and line posts will be evenly spaced at a distance of no more than 10'-0" apart, center to center. Fence shall be erected with top and bottom rails of 1-5/8" o.d. and ties of no less than 12 gauge, securing the galvanized steel mesh to the rails. The bottom rail shall be placed at a distance of no greater than 2" from the bottom of the posts and shall be secured by the use of proper fittings to corner and intermediate posts. Top rail shall run continuously through line post caps and shall be fastened to end posts no less than 2" from the top by the use of proper fittings.
    - b. Galvanized steel mesh shall be 8 feet high installed on outside of posts with salvage edge on top. Ties to be 12 gauge min. spaced as per ASTM F567 "Practice for Installation of Chain-Link Fence".
    - c. Gates: Double 8'-0" gate with welded frame and galvanized hinges and hardware and full height fabric as per specification. Locations and number as indicated. Coordinate installation of additional gates with Commission Representative. Additional gates to be installed at Design-Builder's cost.
    - d. Opaque fabric mesh "shall be affixed to the construction site fence. Such fabric meshing shall be capable of allowing air to pass but impervious to dust and dirt. The fabric meshing shall be of a fineness such that no material over 1/8 inch in

size or material splatters, laitance or other products of the construction operation shall pass through the mesh. Such mesh fabric shall be the full height of the fence and cover the entire length of the fence including any gated openings. The fabric meshing and fence shall not contain any advertisements." Chicago Municipal Code Section 13-32-125(2)(a).

L. Adverse Weather Conditions.

1. In the event of adverse weather conditions that may cause downed fences, flying debris, damage to the site or damage from the site to the public or public right of way, the Design-Builder must take immediate action to secure the site to prevent damage or injury to the public or damage to the site. The Design-Builder must notify the Commission Representative as to the condition of the site immediately after inspection.

M. Do not use tools or equipment which produce harmful levels of noise.

N. Keep the Site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances.

O. Control rodents and other pests; prevent infestation of adjacent sites and buildings due to pests on the Site.

P. Keep public right of way streets and sidewalks free of debris due to the Work. Public right of way, street and sidewalk cleaning and debris removal shall be performed regularly and when requested by the Commission Representative.

Q. Provide adequate traffic control by means of signs, signals, and flagmen, as necessary.

R. Provide temporary means of draining roofs where required.

S. Conduct construction operations so that no part of the Work and no part of the existing construction is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions.

T. Conduct construction operations so that waste of power, water, and fuel is avoided.

U. Provide temporary supports as required to prevent movement and structural damage or failure.

V. Install products only during environmental conditions which will ensure the best possible results.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION 01070**



## SECTION 01200 - PROGRESS DOCUMENTATION AND MEETINGS PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Progress documentation requirements:
    - a. Design-Builder's Construction Schedule.
    - b. Shop Drawing and Submittals Schedule.
    - c. Progress Reports.
    - d. Record Documents.
  2. Progress procedures:
    - a. Progress meetings.
- B. Contract time is indicated in Part I "Project Information" of Book 2.

#### 1.2 SUBMITTAL REQUIREMENTS

- A. Design-Builder's Construction Schedule:
1. Submit sample for review at preconstruction meeting.
  2. Submit within fifteen (15) Days of Notice to Proceed date.
  3. Submit updated schedule at each monthly payment application review meeting and after each major change in the schedule.
- B. Shop Drawings and Submittals Schedule:
1. Submit schedule with "Design-Builders Construction Schedule."
- C. Progress Reports:
1. Daily Construction Logs
    - a. Submit previous weeks' reports to Commission Representative at weekly progress meeting.
  2. Monthly Progress Reports:
    - a. Submit sample for review at preconstruction meeting.
    - b. Failure to submit will result in delay to processing of Application for Payment.
  3. Monthly Progress Photographs:
    - a. Include in Monthly Progress Report, and submit at each monthly payment application review meeting.
- D. Record Documents:
1. Maintain current set at Site for reference and review by Architect and Commission Representative.
  2. Submit to Commission Representative following Substantial Completion, and before Final Completion and Acceptance.

**Comment [A3]:** Does this need to be abbreviated?

### **1.3 FORM OF SUBMITTALS**

- A. Photographs: Full color prints.
  - 1. Size 8" x 10", full bleed (borderless).
  - 2. Print on commercial-grade paper.
  - 3. Glossy finish.
  - 4. Provide three (3) prints of each view.
  - 5. Provide thorough photographic documentation of existing conditions.
  - 6. Submit negatives with prints.
  - 7. Identify each print on back with:
    - a. Project name.
    - b. Architect's name.
    - c. Design-Builder's name.
    - d. Photographer's name and address.
    - e. Photograph date.
    - f. Position and direction from which photo was taken.
  - 8. Identify each print on front in margin with Project name and date taken.
  - 9. Mount on 8 1/2" x 11" stock punched for 3-ring binder.
  - 10. Also provide compact disc with electronic media of photos in JPEG and RAW.

### **1.4 QUALITY ASSURANCE**

- A. Network Analysis Procedures:
  - 1. Train appropriate Project personnel in proper methods of providing data and of using schedule information.
  - 2. Establish procedures for monitoring and updating the schedule and for reporting progress.

### **1.5 COORDINATION**

- A. In preparation of schedules, take into account the time allowed or required for the Commission Representative to review submittals identified for Commission review.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. The schedule must be provided as detailed in Section 10.02 "Design-Builder's Construction Schedule" of Book 2.

### **3.2 SHOP DRAWINGS AND SUBMITTALS SCHEDULE**

- A. The Design-Builder must comply with the provisions of Technical Specifications Section 01300 - Submittals.

### **3.3 PROGRESS REPORTS**

- A. Daily Construction Logs: Every day, the Design-Builder must record the following information concerning events at the Site in a format acceptable to the Commission Representative:
1. Weather conditions; high and low temperatures.
  2. Approximate number of persons working at the Site, by trade or Contractor.
  3. Visitors to the Site.
  4. Modifications to the Contract received; modifications implemented.
  5. Delays; reasons for delay.
  6. Emergencies and accidents.
  7. Equipment and system start-ups and tests.
  8. Field quality control activities conducted.
  9. Losses of material and property.
  10. Meetings held and significant decisions made.
  11. Names of subcontractors at Site.
  12. Orders and requests of representatives of governing authorities.
  13. Unusual events.
  14. Utility service disconnections and connections.
- B. Monthly Progress Reports: The Design-Builder must prepare a narrative report describing the general state of completion of the Work and describing in detail the following:
1. Actual and anticipated delays, impact on the schedule, and corrective actions taken or proposed.
  2. Actual and potential problems.
  3. Status of Change Order Work.
  4. Effect of delays, problems, and changes on the schedules of other prime Contractors.
  5. Outstanding change proposal requests.
  6. Status of corrective work ordered by the Commission.

### **3.4 WEEKLY PROGRESS MEETINGS**

- A. The Design-Builder must schedule and conduct weekly progress meetings during construction period. Conduct additional progress meetings as directed by the Commission Representative as required by the progress of the Work.
1. Hold meetings at the Design-Builder's field office.
  2. As often as practical, hold meetings on the same day of the week at the same time of day. When it is necessary to change the day or time of the meeting, notify the Commission Representative of the change a minimum of three (3) business days prior to the normal meeting day or the revised day, whichever is earlier.
- B. The following are required to attend:
1. Project superintendent, project manager and key support staff.
  2. Major Subcontractors.
  3. Commission Representative.
- C. The Commission Representative shall prepare and distribute agenda prior to meetings; cover the following topics when applicable:

1. Review minutes of previous meeting.
  2. Status of submittals and impending submittals.
  3. Actual progress of activities in relation to the schedule.
  4. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
  5. Actual and potential problems.
  6. Status of corrective work ordered by the Architect.
  7. Progress expected to be made during the next period.
- D. The Architect or Commission Representative shall record minutes and distribute copies to the participants and to all entities affected by decisions made.

### **3.5 PREINSTALLATION AND PREFABRICATION CONFERENCES**

- A. The Design-Builder shall call these conferences where required by the individual Specification sections for the purpose of reviewing product selections, procedures for executing work, and coordination with or among Subcontractors. The place, date, and time of these conferences shall be scheduled by the Design-Builder after coordination with the Commission Representative. Do not schedule these conferences until the Subcontractor executing the work has made the submittals called for in the Contract Documents and they have been returned to the Design-Builder "Approved" or "Approved as Noted" by the Architect; and when the Subcontractor executing the work has made the quality control submittals called for in the Contract Documents and their receipt has been acknowledged to the Design-Builder by the Architect. The following parties shall attend these conferences:
1. The Design-Builder.
  2. The Design-Builder's Mechanical, Electrical, Plumbing and Fire Protection coordinator.
  3. The Subcontractor executing the work.
  4. Subcontractors affected by the work.
  5. Manufacturer's representatives.
  6. The testing laboratory, when applicable.
  7. The Commission Representative.
  8. The Commission's Commissioning Agent (when applicable)
- B. Date, time, and place of meetings are to be acceptable to the Commission, the Commission Representative, and the Architect.

### **3.6 DOCUMENT CONTROL ELECTRONIC REQUIREMENT**

- A. Upload electronically all project documents on the Commission's website as directed by the Commission Representative. Attend training as directed by the Commission Representative.

**END OF SECTION 01200**

## SECTION 01300 - SUBMITTALS

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
1. Preparing and processing of submittals for review and action.
  2. Preparing and processing of informational submittals.
- B. The Design-Builder must submit the following Submittals identified by the Commission as requiring Commission review:
1. Shop drawings.
  2. Structural design information required by the Contract Documents.
  3. Product data.
  4. Samples.
- C. The Design-Builder must submit the following Submittals identified by the Commission to be submitted for Commission information:
1. Certificates.
  2. Coordination drawings.
  3. Reports.
  4. Qualification statements for manufacturers/installers.
  5. Submittals for which procedures are not defined elsewhere.
- D. Specific submittals are described in individual sections.
- E. The Design-Builder must not commence Work which requires review of any submittals until receipt of returned submittals with an acceptable action.
- F. The Design-Builder must not provide submittals without an acceptable action marking to be used for the Work.
- G. The Design-Builder must provide all submittals to the Commission Representative through the OCDM System.
- H. Related Sections: The following are specified elsewhere in Division 1:
1. Quality control submittals:
    - a. Quality control activities schedule.
    - b. Inspection reports.
    - c. Test reports.

#### **1.2 DEFINITIONS**

- A. Shop Drawings include:
1. Drawings, diagrams, schedules, and other data specially prepared for the work on this Project by the Design-Builder, Subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

2. Shop or plant inspection and test reports, when made on specific materials, products, or systems to be used in the Work.
- B. Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Work. The data shall be supported by sufficient descriptive material, such as catalog cuts, diagrams, and other data published by the manufacturer, as well as by evidence of compliance with performance standards, to demonstrate conformance to the Specification requirements. Catalog numbers alone are not acceptable. The data shall include, but shall not be limited to, the name and address of the nearest service and maintenance organization that regularly stocks repair parts. Partial lists shall not be reviewed, unless otherwise noted. Review of materials and equipment is tentative, subject to submission of complete shop drawings indicating compliance with the Contract Documents.
- C. Samples: Physical samples which illustrate materials, equipment, or workmanship and establish the visual standards by which the work shall be judged. Samples will be reviewed for color and appearance only. Compliance with all other requirements will be the exclusive responsibility of the Design-Builder.
- D. Design Data: Calculations compiled by an engineer or other licensed professional registered in the State where the Project is located, for the Design-Builder to document the performance characteristics of a building system or building component.
- E. Test Reports and Concrete Mix Designs: Reports of test procedures carried out by an approved licensed testing laboratory, manufacturer, supplier, or distributor to verify that materials and equipment used in the work comply with the Contract Documents.
- F. Informational Submittals: Submittals identified in the Contract Documents are to be submitted for information only.

### 1.3 FORM OF SUBMITTALS

- A. Large sheets:
  1. Sheet size: 30" x 42".
  2. Number of copies:
    - a. Submittals for review:
      - 1) Four (4) hard copy prints.
    - b. Informational submittals:
      - 1) Six (6) copies of opaque prints.
      - 2) One (1) may be returned.
- B. Small Sheets or Pages:
  1. Sheet size: 8 1/2" x 11," or 8 1/2" x 14" (folded), 11" x 17" (folded).
  2. Number of copies:
    - a. Submittals for review: six (6) copies, two (2) of which will be returned.
    - b. Informational submittals: Three (3) copies, none of which will be returned.
- C. Samples:

1. Range Samples: Where a visually apparent range of color, graining, texture, or other characteristic is anticipated in finished products, furnish the number of range samples necessary to indicate the full range of characteristics of the finished product, but in no case submit less than three sets of range samples.
  2. Other Samples: Three each.
  3. One (1) sample or set of samples will be returned.
  4. If additional sets are needed by other entities involved in Work represented by the samples, submit with original submittal.
- D. Unless otherwise requested on the transmittal, copies in excess of the number requested will not be returned.
- E. Proposing Substitution
1. In the event the Design-Builder is proposing a substitution, it must submit the completed form found at the end of Section 01300.

#### **1.4 COORDINATION OF SUBMITTALS**

- A. The Design-Builder must coordinate submittals and activities that must be performed in sequence, so that the Commission has enough information to properly review the submittals identified as requiring Commission review or submission.
- B. The Design-Builder must provide complete submittals for each separate and definable system or subsystem and shall include the items necessary to define and explain the system or subsystem, including, but not limited to, its performance and installation. Such items shall consist of product data, materials lists, shop drawings, samples, design data, test reports, and certificates as required by the Specifications. Combine the submittal items for each system or subsystem and submit them together as a single submittal.
- C. The Design-Builder must coordinate submittals of different types for the same product or system so that the Commission has enough information to properly review submittals identified as requiring Commission review or submittal.

#### **1.5 LIST OF SUBMITTALS**

- A. Design-Builder shall prepare a schedule of all required submittals and submit to the Commission Representative within seven (7) days of Notice to Proceed date and before any materials, equipment, or fixtures are purchased. An updated schedule that identifies the submittals for the next ten (10) days shall be issued at each monthly progress and payment review meeting.
  1. Include all submittals required by the Contract Documents.
  2. Organize the schedule by the applicable Contract Document section number.
  3. Indicate the submittal date scheduled for each required submittal.
  4. Indicate the type of each submittal (i.e., schedule, shop drawing, product data, samples, etc.)

5. Indicate which submittals required by separate provisions of the Contract Documents are to be submitted and reviewed simultaneously because they describe related work.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.1 TIMING OF SUBMITTALS**

- A. The Design-Builder must transmit each submittal at or before the time indicated on the approved schedule of submittals.
- B. The Design-Builder must deliver each submittal requiring approval in time to allow for adequate review and processing time, including resubmittals if necessary. Schedule shall allow for one resubmittal for each item submitted. Failure of the Design-Builder in this respect will not be considered as grounds for an extension of the time for performance of the Contract.
- C. The Design-Builder must deliver each informational submittal prior to start of the Work involved, unless the submittals is of a type which cannot be prepared until after commencement of the Work. In such a case, submit promptly.
- D. If a submittal must be processed within a certain time in order to maintain the progress of the Work, the Design-Builder must state so clearly on the submittal.
- E. The Design-Builder must allow adequate time for Commission review of submittals identified as requiring Commission review or approval. Coordinate submittals to allow for Commission review of related submittals.
- F. The Design-Builder must allow a minimum of seven (7) calendar days for processing of resubmittals.
- G. If a submittal must be delayed for coordination with other submittals not yet submitted, the Commission Representative may at its option either return the submittal with no action or notify the Design-Builder of the other submittals which must be received before the submittal can be reviewed.

**Comment [A4]:** Can this be reasonably reduced?  
If I were a d/b, I would insist on it.

### **3.2 SUBMITTAL PROCEDURES - GENERAL**

- A. Design-Builder Review: The Design-Builder must sign each copy of each submittal to certify that the Design-Builder has reviewed that submittal and found it to be in compliance with the requirements of the Contract Documents.
- B. The Design-Builder must notify the Commission Representative, in writing and at time of submittal, of all points upon which the submittal does not conform to the requirements of the Contract Documents, if any.
- C. Where the Work of multiple trades or Subcontractors must be coordinated or the Work is otherwise related, the Design-Builder must submit all related submittals identified by the Commission as requiring Commission review or approval together to allow for simultaneous review.