

Commercial Specifications

Bidding Requirements

Instruction to Bidders

To be considered, proposals must be made in accordance with these instructions to bidders.

Documents

Bidders may obtain complete sets of Drawings and Specifications from the Construction Manager. No plan deposit is required.

Each Subcontractor will be issued one set of Drawings. Additional copies may be obtained by contractors, suppliers, dealers, and other participants bidding by paying the cost of the reproduction. No partial sets will be issued. Complete sets of Documents shall be prepared in preparing bids; neither the Owner nor the Architect assumes any responsibility for incomplete sets of Documents.

Examination

Before submitting a Proposal, Bidders shall carefully examine the Drawings and Specifications, visit the site of work and fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items included in the Contract. The Bidder, if awarded the Contract shall not be allowed any extra compensation by reason of any matter or thing, concerning which such Bidder might have fully informed himself prior to the bidding.

Interpretations, Addenda

Should a Bidder find any ambiguity, inconsistency, or error in the Drawings, or should he be in doubt as to their meaning, he shall at once notify the Architect, through the General Contractor, in writing, who will send a written addendum to all Bidders. Neither Owner, nor Construction Manager, nor Architect, shall be responsible for oral instructions or information. Questions received less than 2 (two) days before the bid opening cannot be answered in writing.

Any addenda issued by Architect or Construction Manager during the time of bidding are to be included in the Proposal. In closing the Contract they will become a part thereof.

Addenda will be mailed or delivered to each person or firm recorded by the Construction Manager as having received the Bidding Documents and will be available for inspection wherever the Bidding Documents are kept available for the purpose.

Substitution of Materials

No substitution of manufacturers, trade names, or materials from those specified will be allowed unless approved by project manager in writing in advance. The Subcontractor will be required to remove any substituted materials.

Proposals

The name of State of Incorporation and the legal signature of a n officer authorized to bind the corporation to Proposals, to be entitled to consideration, must include a longhand signature.

Where Bidder is a corporation, proposals must be signed by the legal names of the corporation, followed by a Contract.

Proposals shall be addressed to: \_\_\_\_\_ and delivered in a sealed envelope marked:

Proposal for: \_\_\_\_\_ and shall bear the name of the Bidder.

Faxed copies may be received at: ( ) but must be followed by a hard copy with original signature mailed or delivered to:

Time is the essence of the work under the Contract.

All bids shall remain firm for a period of 60 days after the date of receipt of bid.

The competency and responsibility of Bidders and their proposed Subcontractors will be considered in making the award.

The Owner and/or Construction Manager reserve the right to reject any or all bids and to award the contract to other than the lowest bidder. The Owner further reserves the right to waive any informality or irregularities in the bidding process. In addition, the Bidder recognizes the right of the Owner and/or Construction Manager to reject a bid if the Bidder fails to furnish any required bid or security, or to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular.

Insurance Limits

The insurance required under Article II.1 of the General Conditions shall be written for the following minimum limits:

Subcontractor's Liability Insurance

Table with 2 columns: Worker's Compensation (State, Federal, Employer's Liability) and Statutory (State, Statutory).

Comprehensive General Liability (Including Premises - Operations; Independent Contractors' Protective; Products and completed Operations; Broad Form Property Damage):

Table with 2 columns: Bodily Injury, Property Damage and amounts (\$1,000,000 each occurrence, \$1,000,000 aggregate).

Products and Completed Operations Insurance shall be maintained for a period of one year after final payment and Contractor shall continue to provide of such coverage to Owner on an annual basis during the aforementioned period.

Property Damage Liability Insurance shall include XCU coverage.

Contractual Liability (Hold Harmless Coverage)

Table with 2 columns: Bodily Injury, Property Damage and amounts (\$1,000,000 each occurrence, \$1,000,000 aggregate).

Personal Injury, With Employment Exclusion Deleted: \$1,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired): Combined Single Limit: \$1,000,000

Subcontractor to provide binder using Construction Manager form supplied by the Construction Manager, which names the Construction Manager, Owner, and Architect as additional insured.

Insurance

Subcontractor agrees to be responsible for any and all damages incurred by persons or property as a result of Subcontractor's performance under this SUBCONTRACT AGREEMENT (whether by SUBCONTRACTOR or any tier level of associated Subcontractor/Supplier), and to protect and hold the CONTRACTOR harmless therefrom. The SUBCONTRACTOR further agrees to, prior to starting work on the project, obtain and continuously carry worker's compensation insurance, general liability/ public liability, at a minimum amount of \$1,000,000.00, and all other insurance(s) required by any applicable statutes or by the ORIGINAL CONTRACT, and pertaining to the work herein described, together with such other insurance as the CONTRACT may deem necessary for the protection of all parties. SUBCONTRACTOR shall provide insurance certificates, under separate certificates, general liability/ public liability naming CONTRACTOR, ARCHITECT, and the OWNER as Designated Additionally Insured. All insurance policies, furnished by SUBCONTRACTOR, shall contain a provision that the coverage afforded thereunder shall not be canceled or not renewed, nor restrictive modifications added until the CONTRACTOR has received notification by Certified Mail at least thirty (30) days prior to the date modifications or the cancellation is to become effective, without limitations or disclaimers and including a complete waiver of subrogation to both CONTRACTOR and OWNER within ten (10) days of contract date. The provision of Certificates of Insurance, to Contractor, as stipulated herein will be required prior to any subcontractor initiating work on the project. Liability Insurance policies provided by SUBCONTRACTOR to CONTRACTOR and/or to the GOVERNMENT, will be full occurrence type policies containing no limitations, disclaimers, sunset clauses, or restrictive clauses of any type. With respect to the Liability of the Designated Additional Insured arising solely, or in part, out of the designated work required under this contract, coverage available to the Designated Additional Insured shall apply on an excess basis.

Summary of Work

See Section 01010, Summary of Work, for description of the work.

Social Security Act

The contractor agrees to comply with and to require all of his Subcontractors to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the "Social Security Act". Also the provisions of the act of the State Legislature approved and known as the "State Unemployment Compensation Law" and all other laws and regulations pertaining to labor and workmen and all amendments and to such data. The Contractor further agrees to indemnify and save harmless the Owner, of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any Subcontractor to comply with any of the provisions of any or all of said acts and amendments.

Waiver of Liens

The contractor is responsible for the payment of all bills for labor and materials furnished by or to, the Subcontractors and himself on this project. Contractor shall also deliver to the Owner a notarized Waiver of Liens for all materials as well as labor.

GENERAL CONDITIONS AIA A201 1987 EDITION

SUPPLEMENTARY GENERAL CONDITIONS

Execute work as per Contract Documents. Make no changes therefrom without having first received written permission. Where detailed information is lacking, before proceeding to work, refer matter to Project Manager for information.

If the Subcontractor observes any errors, discrepancies, or omissions in the Contract Documents, he shall promptly notify the Project Manager, requesting clarification. If the Subcontractor proceeds with work affected by such errors, discrepancies, or omissions without receiving such clarification, he does so at his own risk. Any adjustments involving such circumstances made by the Subcontractor prior to approval by the Project Manager shall be at the Subcontractor's risk and the settlement of any complications of disputes arising therefrom shall be at the Subcontractor's sole expense.

In general, the Drawings indicate dimensions, positions, and details of construction; the Specifications describe qualities of material and methods of workmanship. All work described in the Specifications, shown on the Drawings and all work dependent upon or necessary shall be executed in a workmanlike manner and shall be of the materials specifically mentioned.

Should conflicts occur in or between Drawings or Specifications, the Subcontractor is deemed to have estimated on the more expensive way unless he has asked for and obtained a written decision from the Project Manager before submission of his Proposal as to what method or materials will be required.

All work and material shall be the best of the respective kinds specified and indicated. Should any workmanship or materials be required which is not directly or indirectly called for in the Specifications and/or shown on the Drawings, intent thereof, said workmanship or materials shall be the same as similar parts that are detailed, indicated, or specified, and provide for it in his Proposal as fully as if it were particularly described or delineated.

The Contractor shall also compare all conditions at the site with the Contract Documents. The Contractor shall notify the Project Manager, in writing, at or before the time of submitting the Proposal, of any discrepancies between the Contract Documents without additional cost to the Owner.

SECTION 01010 GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

GENERAL

Definition of parties

Project Manager shall refer to: \_\_\_\_\_

Architect shall refer to: \_\_\_\_\_ concerning any questions or conflicts about locations, light fixtures, diffusers, etc., are not to extend over the tops of walls, soffits, or millwork built to ceiling height.

Work Included

The work under the Base Bid of the Contract shall include all work indicated or specified within the Contract limit lines unless the work is specifically indicated as "Not in Contract".

Contract Drawings

DO NOT SCALE DRAWINGS! General Contractor shall verify all conditions and dimensions at the job site, and if any discrepancies are found they are to be brought to the attention of the Architect prior to commencing of work, or at the time they arise. Subcontractor is responsible for work completed with disregard to discrepancies observed if not brought to the attention of the Construction Manager for clarification. All revisions to the approved plans, no matter how minor, must be reviewed and approved by the Project Manager and the Architect, and approved by both the City Planning Department and Building Inspection Department if such approval is required.

Dimensions are from face of concrete panel wall to face of stud unless noted otherwise on plans. All dimensions as shown are to rough framing unless noted.

Subcontractor is responsible for obtaining full and complete drawing sets and specifications. Any note and detail on one drawing shall be deemed to apply to all drawings and similar conditions. Notify General Contractor of discrepancies found among drawings, details and specifications. General Contractor is responsible for coordination between and among all drawing sheets and specifications and between and among subcontractors, suppliers, and trades.

Shell installed items, such as, but not limited to, fire extinguishers, pull stations, exit signs, fire alarms, switches, access panels, J-boxes, sprinkler mains, feeders, heads, plumbing lines, mechanical units, wiring, ductwork, devices, etc., shall be verified by the General Contractor and Subcontractor to avoid conflict with other work.

Any items or features in ceilings, such as, but not limited to, light fixtures, diffusers, grilles, registers, sprinkler heads, alarms, speakers, etc., shall be placed or installed with special attention to centering, spacing, and alignment with other features in proximity. Ask Project Manager to consult with Architect.

It is the responsibility of the Electrical, Plumbing, and Mechanical Contractors to install outlets, switches, lights, diffusers, ducts, grilles, and other devices to avoid conflicts with millwork and furniture. Refer to millwork and furniture plans. Contact Project Manager for clarification or assistance where potential conflicts are identified or information has not been provided.

The Architectural reflected ceiling drawings shall be used to determine the locations, quantity, extent and type of light fixtures. Any conflict between drawings shall be submitted in writing to the Project Manager during the bidding period. Electrical contractor shall be aware of design plans for other trades during the bidding process and plan his work to avoid or take into consideration any location conflicts between light fixture locations and other planned elements such as piping and ductwork. Electrical sill be responsible if new construction is placed in conflict with electrical fixture location. All conflicts arising during the construction shall be brought up to the Project Manager who shall consult with architect and issue a clarification.

Specifications

In the preparation of these Specifications an effort has been made to segregate the various branches of the work under headings, by trades. This is done only for convenience and shall not relieve the Subcontractor of the responsibility of furnishing every item indicated or specified anywhere under contract document whether properly segregated or not.

No responsibility will be assumed by the Owner, Project Manager, or the Architect for omissions or duplications by the Subcontractor in the completion of the Contract due to any alleged error in the arrangement of the material in these Specifications. Nor shall any such segregation of work and materials operate to make the architect an arbiter in defining limits to the Agreements between the Contractor and the Subcontractors or Suppliers.

The misspelling, addition, or omission of any letter, word or punctuation, or lack of capitalization of a work, shall in no way damage the true spirit, intent, or meaning of these Specifications

The word "sworn", "indicated", "noted", "scheduled", or words of like effect shall be understood to mean that reference is made to the drawings accompanying these Specifications. Where reference herein is made to colors or finishes "as selected" the reference is to the Architect and Owner.

Reference to known standard within these Specifications shall mean and intend the latest edition or amendment published prior to the date of these Specifications, unless specifically noted otherwise, and to such portions of it that relate and apply to the material or installation called for on the Project.

Disposition of Utilities

Observe rules and regulations governing the respective utilities in executing all work under this heading.

Adequately protect active utilities from damage and remove or relocate only as indicated or specified.

Remove, plug, or cap inactive or abandoned utilities encountered during the work. If there are no specific requirements, plug or cap such utility lines at least five (5) feet outside of new building walls or as required by local regulations.

Safety Requirements

These Construction Documents, and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal Laws including but not limited to, the latest amendments of the following:

Williams - Steiger Occupational Safety and Health Act of 1970, Public Law, 91-596 Part 1910 - Occupational Safety and Health Standards, Chapter 17 of Title 29, Code of Federal Regulations ADOHS 29CFR1926, Specific to the Construction Industry with amendments as of October 1, 1994

The Contractor shall provide name, day and emergency phone numbers of its Compliance Safety Officer and Superintendent.

Contractor's License Law

All Subcontractors shall comply with Federal, State, and City laws and be duly registered and licensed thereunder.

Coordination of Specifications

Contractor shall define all activities necessary to complete all work defined in the various specifications sections herein for which the Contractor is responsible.

Coordination of the Work

Interference: The subcontractor shall carefully examine all Schematic Drawings and Specification Sections for the total work and coordinate the installations of the entire work to avoid delay and, further, shall be responsible to ascertain that any part of the work to be installed does not interfere with any other part of the Project being done under separate contracts. The Subcontractor shall examine all Drawings and Specifications in like manner and determine the points of possible interference between the work of the various trades involved in the Project under separate contracts. Subcontractor shall furnish other contractors on the Project with information and drawings showing accurate dimensions, openings, and all other pertinent conditions necessary for proper coordination by others. If any part of the work is installed which interferes with the work of others, the interference shall be eliminated and corrected as approved, at the Subcontractor's expense.

Coordination Meetings: When conduit, cable, or other items are to be placed in the same general direction, elevation, or location, the Contractor shall participate whenever necessary in conferences and coordination meetings to determine the proper allocation of the space or position. The Owner, Architect, Consultants, or the General Contractor may initiate these meetings.

Work by Others

Other construction activities under direct supervision of the Project Manager, are contemplated in the same area of work during the construction period established for this Agreement. All subcontractors on the work which may begin progress during the same period of time, shall have equal rights to use the roads, grounds, areas, etc., and shall coordinate activities which come into conflict so as to determine the effect of his work of the additional activity which is not part of this Agreement, and shall adequately adjust his price accordingly. No request for additional compensation for any reason, in this connection will be considered.

The work under this Contract includes required rough-ins, blocking, anchorage devices, or other provisions as required for future installation of work items.

Occupancy Prior to Completion

The owner shall have the right to occupy portions of the building that are completed on or after the specified completion date (even though the Contractor may not have completed the entire Project). Such occupancy by the Owner may not release the Contractor and Subcontractors or their bonding agency from any warranties or guaranties and final completion of work in accordance with the Contract Documents.

SECTION 01300

SUBMITTALS

Work Specified Herein

This section outlines, in general, as a convenience to the Subcontractors submittals, required before commencing construction or during the course of construction of the Project.

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

General

Provide shop drawings, product data, and samples specified herein in accordance with the following requirements.

Subcontractor will furnish to the Project Manager, for review, three (3) prints of each sheet of shop (or setting) drawing and schedules for parts of the work as specified or required. Project Manager will consult with the Architect in the review of the drawings. Provide ample time for checking and corrections and rechecking if necessary.

Do not execute work required by shop drawings until confirmation of review is obtained.

The Subcontractor will be held responsible for any delay in progress of work due to his failure to observe these requirements.

Submission of shop drawings (in either original submission or when resubmitted with corrections) constitute evidence that the Subcontractor has checked all information thereon, and that he accepts and is willing to perform the work as shown in a workmanlike manner and in accordance with best standard practice. No claim for an addition to the Contract sum shall be based on work shown on shop drawings, unless such claim is noted in Contractor's transmittal form accompanying the shop drawings.

Shop drawings will clearly delineate the following information:

- Project number, Project name and address
- Drawing title, number, date, and scale
- Names of Contractor, Subcontractor, and Fabricator
- Working and erection dimensions
- Arrangements and sectional views
- Necessary details including complete information for making connections with other work
- Kinds of materials and finishes
- Show descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the work
- Use same reference identification as shown on the Contract Drawings.

Shop drawing review will be general and such review does not relieve the Subcontractor from obligation to supply the materials, labor, and workmanship outlined in the Drawings and Specifications.

Product data, consisting of manufacturer's printed literature when required must be submitted to General Contractor and/or architect in original form. Any fading type pf reproduction will not be accepted. A minimum of three (3) each is required.

Equipment Lists

Submit three (3) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment within two (2) days after award of contract. Submit all items at one time in a neat and orderly manner. Partial lists will not be acceptable.

Submittals shall include the manufacturer's specifications, physical dimensions, and ratings of all equipment. Furnish performance curves of all fans and pumps. Where submittal sheet describe items, in addition to that item being submitted, the submitted item shall be clearly marked on the sheet and superfluous information shall be crossed out.

Equipment submittals shall be complete including space requirements, weight, electrical and mechanical requirements, performance data and supplemental information requested by the Architect.

Samples

Deliver no material to the building site prior to the receipt of Project Manager's written approval. Furnish materials equal in every respect to approved samples and execute work in conformity therewith.

The approval or acceptance of samples will not preclude the rejection of any material upon the discovery of defects prior to, and approved by Project Manager in consultation with the Architect.

Submit samples, in triplicate, except where greater or lesser number is specifically required by these Specifications. Submittals shall be made only by the Contractor, unless he has authorized his Subcontractor to submit them and has notified the Project Manager to this effect. Ship all samples prepaid.

An itemized transmittal form shall accompany each sample. The transmittal shall contain list of sample, Project, Contractor, manufacturer, brand, quarry, quality, etc., also project number, specification reference, ASTM or FS number (if any) and material being furnished. Any deviations from Contract Requirements shall be so stated in the transmittal.

SECTION 01300

CONSTRUCTION FACILITIES AND TEMPORARY CONTROL

Quality assurance

Comply with NFPA 241 - Standard for Safeguarding Construction.

Maintenance and Removal

Maintain construction facilities and temporary controls in a proper, safe, operating and sanitary condition for the duration of the Contract. Upon completion of the Contract, remove all construction facilities and temporary controls from the premises. Contractor shall restore all disturbed areas to a level acceptable to the Owner.

Utilities

General Contractor shall provide temporary adequate light and power supply for construction. Existing power supply may be used for that purpose. Temporary lighting illumination level shall be adequate to permit workers to properly perform their work.

General contractor shall provide temporary adequate water supply for construction. Existing water supply may be used.

The Owner will pay for temporary light, power, and water consumed during the course of construction.

Supply adequate cool, pure drinking water with individual drinking cups or sanitary bubbler fountains for the use of employees on this Project. The quality of the drinking water shall meet the standards for drinking water of the State Health Department.

Toilet Facilities

Workers employed on the Project may use existing portable toilet facilities provided by the General Contractor.

Fire Protection

General Contractor shall provide adequate fire extinguishers on the premises during the course of construction, as recommended by the NFPA. Instruct employees on their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as, acetylene torches, welding equipment, tar pots, kettles, etc., no work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workers using the above mentioned equipment.

SECTION 01600

MATERIAL AND EQUIPMENT

Material Reference Standards

Where material is specifically solely by reference to Standard Specification Subcontractors shall, if requested by the Project Manager, submit to the Project Manager that data on all such material proposed to be incorporated into the work of the Contract, listing the name and address of the vendor, the manufacturer or producer, and the trade or brand name of such materials.

SECTION 01700

CONTRACT CLOSEOUT

Final checkout of Structure and Material with Owner

Before acceptance and final payment, at a time arrived at with the Owner, a complete checkout and test shall be made of all mechanical and electrical systems, architectural and structural devices, etc., with the Owner. For this purpose, each trade concerned shall provide a skilled operating engineer or technician for a period of at least two (2) days. This person, together with selected operating personnel, shall test all systems and devices and demonstrate the complete operation and required maintenance of each.

SECTION 01710

CLEANING

GENERAL

Requirements of Regulatory Agencies

Safety and Insurance Standards: Maintain Project in accordance with the following safety and insurance standards:

State Industrial Commission OSHA, Federal & State

Fire Protection: Store volatile waste in covered metal containers, and remove from premises daily.

Pollution Control: Conduct clean up and disposal operations to comply with local ordinances and anti-pollution laws. Burning or burying of rubbish and waste material on the project site is not permitted. Disposal of volatile fluid water (such as mineral spirits, oil or paint thinner) in storm or sanitary sewer systems or into streams or waterways is not permitted.

PRODUCTS

Cleaning Materials

Use only cleaning materials recommended by manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

EXECUTION

During Construction

Clean up daily all refuse, rubbish scrap materials, and all debris caused by operations, to the end that all times the site of work shall present a neat, orderly, and workmanlike appearance. Sprinkle dusty debris with water.

Vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until building is ready for acceptance.

Final clean up

Use experienced workman, or professional cleaners for final cleaning. Completely clean and polish to make owner ready the entire project. Make building ready for occupancy in all respect.

All existing improvements, inside or outside the work area which are disturbed, damaged or destroyed by the work under the Contract shall be restored to their original condition.



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PROJECT NAME:

3124-3126 N. KEDZIE AVE. MIXED USE BUILDING

PROJECT ADDRESS:

3124-3126 N. KEDZIE AVE. CHICAGO, ILLINOIS

SHEET TITLE:

SPECIFICATIONS

REVISIONS:

PRELIMINARY, NOT FOR CONSTRUCTION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Illinois.

REGISTRATION NO:

DATE:

ISSUE FOR PERMIT:

PENDING

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SHEET NUMBER:

DATE:

03/28/2007

DRAWN BY:

SP.1 CHECKED BY: