

WAUKEGAN PARK DISTRICT 2000 BELVIDERE ST. • WAUKEGAN, IL 60085-6172 • PHONE (847) 360-4711 • TTY (847) 662-3800 • WWW.WAUKEGANPARKS.ORG

Revised on June 4, 2018 for Bid Addendums 1 and 2 All changes in red.

May 21, 2018

Dear Prospective Contractor:

The Waukegan Park District is accepting bids for:

2018 FIELD HOUSE LOBBY LIGHTING IMPROVEMENT

Bids are due on Tuesday, June 5, **2018 at 10:00 AM**. at the Corrine J. Rose Administrative Center, 2000 Belvidere St., Waukegan, IL 60085. The bids should be clearly labeled "**2018 FIELD HOUSE LOBBY LIGHTING IMPROVEMENT**".

A pre-bid meeting will be held at THE FIELD HOUSE AT HINKSTON PARK, 800 BALDWIN AVE, WAUKEGAN, IL 60085 at 10 am on May 30, 2018. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner and Architect. Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.

We appreciate your bidding on the enclosed item and welcome the opportunity to do business with you.

If you have any questions please contact me at 847-360-4755 or by email at tgirmscheid@waukeganparks.org.

Please note the Work of this Project is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Lake County. The successful contractor will also provide a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured.

Sincerely,

Tim Girmscheid

Manager of Planning Services

TG/tg

Enclosures: 1

BID DOCUMENTS/PROJECT MANUAL: 2018 FIELD HOUSE LOBBY LIGHTING IMPROVEMENT

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	DATE OF ADVERTISEMENT:	
	MAY 21, 2018	
	PRE-BID MEETING:	
	MAY 30, 2018	
	10:00 AM	
	THE FIELD HOUSE AT HINKSTON PARK	
	800 BALDWIN AVE	
	WAUKEGAN, IL 60085	
	DUE DATE & BID OPENING:	
	JUNE 5, 2018 10:00 AM	
	CORRINE J. ROSE ADMINISTRATIVE CENTER (IN BELVIE	JEBE DVBK)
	2000 BELVIDERE STREET, WAUKEGAN, IL	ZENE I ANN,
	TENTATIVE DATE OF BID APPROVAL:	
	JUNE 12, 2018	
	4:00 PM	
DELIVER/MAIL BID TO	TIM GIRMSCHEID	
	MARKED "SEALED BID: 2018 FIELD HOUSE LOBBY LIGH IMPROVEMENT"	ITING
	WAUKEGAN PARK DISTRICT	
	CORRINE J. ROSE ADMINISTRATIVE CENTER (IN BELVIC	DERE PARK)
	2000 BELVIDERE STREET	
	WALKEGAN II 60085-6172	



NOTICE TO BIDDERS

The Waukegan Park District, Lake County, Illinois ("Owner" or "Park District"), invites bids for the following project:

1. 2018 FIELD HOUSE LOBBY LIGHTING IMPROVEMENT

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice are available electronically by contacting the Waukegan Park District Parks Department at 847-360-4755 or by email at tgirmscheid@waukeganparks.org.

A pre-bid meeting will be held at **THE FIELD HOUSE AT HINKSTON PARK, 800 BALDWIN AVE, WAUKEGAN, IL 60085** at **10 a.m. on May 30, 2018.** This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owners and/or Engineer. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended**.

Each bid shall be placed in a sealed envelope and clearly marked "Waukegan Park District, 2018 FIELD HOUSE LOBBY LIGHTING IMPROVEMENT". The envelope shall be addressed and delivered to and received by the Park District at the following location: Waukegan Park District, Corrine J. Rose Administrative Center, Belvidere Park, 2000 Belvidere Street, Waukegan, Illinois 60085-6172. No responsibility shall be attached to any person for premature opening of a bid not properly identified.

Bids shall be received until 10:00 AM on June 5, 2018. Immediately thereafter, the bids will be publicly opened and read aloud. Bids received after that time or at a different location will be rejected.

The Waukegan Park District reserves the right to waive technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The District's tax exemption number shall only be used by the successful Bidder for the Work of this Project.

No bid may be withdrawn and all bids shall remain firm for sixty (60) days after the bid opening.

The Work of this Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq*. A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Lake County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity. All bids must be accompanied by cashier's check or bid bond payable to the order of the Waukegan Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

By Order of the Board of Park Commissioners of the Waukegan Park District Jay Lerner, Executive Director

Waukegan Park District (847) 360-4725 PUBLISHED DATE: **May 21, 2018**

SECTION 1: INSTRUCTIONS TO BIDDERS

1.01 GENERAL

The following instructions relate to the proper form and method for submitting the Bid Proposal, the accompanying surety, the provisions for the letting of Contracts, and to such other matters.

1.02 PREPARATION AND SUBMISSION OF BIDS

Each bid must be placed in an opaque-sealed envelope and clearly marked "SEALED BID: **2018 FIELD HOUSE LOBBY LIGHTING IMPROVEMENT**," and addressed and delivered to and received by the Park District at the following location: Waukegan Park District, Corrine J. Rose Administrative Center, 2000 Belvidere Street, Waukegan, IL. 60085-6172. Bids shall be received until **10:00 am on June 5, 2018**. Immediately thereafter, the bids will be publicly opened and read aloud. Bids arriving after the specified time or at a different location will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice are available electronically by contacting the Waukegan Park District Parks Department at 847-360-4755 or by email at tgirmscheid@waukeganparks.org. Office hours are Monday-Friday, 7:00 a.m. - 3:30 p.m. Any questions related to the bidding requirements shall be directed to TIM GIRMSCHEID, MANAGER OF PLANNING SERVICES, AT 847-360-4755 OR BY EMAIL AT TGIRMSCHEID@WAUKEGANPARKS.ORG.

A Pre-bid Meeting will be held at THE FIELD HOUSE AT HINKSTON PARK, 800 BALDWIN AVE, WAUKEGAN, IL 60085 at 10 a.m. on May 30, 2018. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner. Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered**. The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid. The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. <u>Failure to use the Bid Form provided could result in rejection of the bid</u>. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

1.03 REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: (1) have experience in performing, have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; (2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred on determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

On a separate sheet, (see Project List page) list all construction projects your organization has completed in the past two years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number. Also provide the original contract amount, the final contract amount, the substantial and final completion dates provided for in the contract and the actual dates of substantial and final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase.

Where the actual dates of substantial and/or final completion differ from those dates as included in the contact at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, provide information with respect to all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the Architect and, if applicable also the Construction Manager or Owner's representative.

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.

1.04 EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS

The Bidder shall visit the site(s) of the proposed Work and become fully acquainted with conditions, as they exist, and shall undertake such additional inquiry and investigation as the Bidder shall deem necessary to fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. The Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the Specifications. Any conflicts or discrepancies found between or among the Bid Documents including but not limited to the Drawings and Specifications and the site conditions, or any errors, omissions, or ambiguities contained in the documents shall be immediately reported to the Park District and the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager.] and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or carefully examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has carefully examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

1.05 ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Park District reserves the right to: (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of bids which are separately set forth on the Contractor Bid Form and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements as determined by the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefor by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Park District's Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality in the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

1.06 SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders as determined by the Park District will be returned after the decision to accept or reject bids by the Park District's Board of Park Commissioners.

The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Material/Payment Bond and a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the contract for the Work presented by the Park District..

Prior to commencing Work, the successful Bidder shall furnish a Performance Bond, and Labor and Material/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "A VII" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work for a period of one (1) year after Final Completion. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq. and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee performance by the Contractor of all of its obligations indicated by the Contract Documents including but not limited to strict compliance with the Prevailing Wage Act.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of such default, the Park District need not return the defaulting Bidder's bid surety and may charge against and recover from the defaulting Bidder the full difference between the amount of the Contract awarded to the defaulting Bidder and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed with another contractor, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

1.07 WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

1.08 ACCEPTANCE AND CONTRACT

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon readvertise or otherwise award said Contract, and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents comprise the Bid Documents. The Bid Documents, together with the Standard /Form of

Agreement Between Owner and Contractor AIA Document A107 OR other Agreement, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

1.09 INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If a Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Bid Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids. Address all communications to the Park District and to the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager. If an error or omission in the Bid Documents is discovered after the bid opening, the Park District reserves the right (i) to determine whether to require the submission of new bids or, (ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected by the Bidder after the bid opening.

1.10 ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he/she has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

1.11 SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that

required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Bid Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its sole judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

1.12 COMMENCEMENT AND COMPLETION DATES

Commencement Date: The Commencement Date shall be the date established by Owner in a Notice to Proceed issued to the Contractor. It is currently anticipated that Contract award will occur on or about **June 12, 2018**, with a notice to proceed to be issued shortly thereafter, subject to the Contractor providing the required bonds, evidence of insurance and other required submissions.

Substantial Completion Date: August 30, 2018 Final Completion: September 6, 2018

By submission of its bid, the Bidder the Bidder acknowledges, agrees, represents, declares and warrants that it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.



SECTION 2: GENERAL CONDITIONS

The General Conditions are the General Conditions of the Contract for Construction, AIA Document AIA A107 (the "General Conditions") OR other Agreement, as modified by the Park District and included in these Bid Documents.



SECTION 3: SUPPLEMENTARY CONDITIONS

The "General Conditions of the Contract, AIA Document A107", (the "General Conditions") OR other Agreement, as modified by Owner, are hereby amended to include the following:

3.01 SCOPE OF WORK

A. The Work is to be done under this Contract, as shown on the Contract plans and described herein shall include the furnishings and complete installation of all materials and any other necessary Work required for proper completion, operation and use of the facilities. All the equipment, materials and labor that may be necessary to complete the Work and place it in satisfactory operation, implied or intended in the written Specifications and Drawings for the 2018 FIELD HOUSE LOBBY LIGHTING IMPROVEMENT, shall be furnished and/or installed without extra cost to the Owner.

3.02 CONTRACT DOCUMENTS

A. The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and Contractor AIA Document A107 OR other Agreement, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

3.03 APPLICABLE LAWS

The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the Work. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner to liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions.

All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction. All of said ordinances and rules and regulations are hereby made a part of these Specifications.

PREVAILING WAGE ACT: Contractor shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) (the "Act") as required by the Illinois Department of Labor. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages (hourly cash plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

CERTIFICATIONS: The Bidder shall complete the Contractor Compliance and Certifications Attachment and the Substance Abuse Prevention Program Certification. Failure to do so may result in disqualification of the Bidder.

CRIMINAL BACKGROUND INVESTIGATIONS: The Contractor shall a conduct criminal background investigation for each laborer, mechanic, and worker employed by the Contractor or any of its Subcontractors on the project in compliance with federal and state laws and regulations. The Contractor shall not knowingly employ any person on the Project, or allow any person to enter onto Owner's property, who has been convicted for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following offenses: (i) those defined in Sections 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 11-6, 11-9, 11-14, 11-14.3, 11-14.4, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-19.2, 11-20.1, 11-20.1, 11-20.1B, 11-20.3, 11-21, 11-30, 12-7.3, 12-7.4, 12-7.5, 12-13, 12-14, 12-14.1, 12-15, and 12-16, of the Criminal Code; (ii) (ii) those defined in the Cannabis Control Act, except those defined in Sections 4(a), 4(b), and 5(a) of that Act; (iii) those defined in the Illinois Controlled Substances Act; (iv) those defined in the Methamphetamine Control and Community Protection Act; and (v) any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Further, no Contractor shall knowingly employ a person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987

3.04 SUBCONTRACTING

- A. The Contractor may utilize the services of qualified Subcontractors on those parts of the work which, under normal contracting practices, are performed by Subcontractors specializing in the particular class of work.
- B. The Contractor shall not award any work to any Subcontractor without prior written approval by the Owner, which approval will not be considered until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

3.05 APPROVAL OF MATERIALS AND SOURCES OF SUPPLY

A. The Contractor shall furnish to the Owner for approval, immediately after the signing of the Contract, a complete statement of the origin, composition, manufacturer and proposed sources of supply of all materials or equipment required for use in this Work, whether supplied by himself or by any approved Subcontractor. The Contractor shall submit detailed information, literature, plans and such other data required to permit an analysis of the proposed equipment and materials.

3.06 INSPECTION AND TESTING

A. All materials and workmanship if not otherwise stipulated, shall be subject to inspection, examination and test by authorized representatives of the Owner at all times, before, during or after the preparation, during the progress of the Work, or after the Work is completed.

3.07 TITLE OF MATERIALS

A. The Contractor or Subcontractor shall not furnish any materials for the work that are subject to a chattel mortgage or subject to conditions or interest retained by the seller. The materials or equipment must be free of all encumbrances.

3.08 PATENTS, ROYALTIES AND LICENSES

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patent or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

3.09 PERMITS, LICENSES AND CERTIFICATES

A. The Contractor shall procure the building permit for this Project from the City of Waukegan. Owner shall reimburse Contractor for all required building permits. Reimbursement shall be for exact cost paid by Contractor. No markup shall be paid for permits. The Contractor shall supply all certificates required to show that the Work has been performed in accordance with the building, plumbing, electrical or other codes, rules and regulations of local or other authorities, the Board of Fire Underwriters or such other like bodies, as the Specifications may require directly or indirectly. The Contractor shall file a contractor's registration application with associated fees, licenses, permit bonds, and insurance certificate with the City of Waukegan Building and Code Enforcement Department (1-847-625-6868). Contractor registration fees are the responsibility of the Contractor and Subcontractors.

3.10 CONTRACTOR RESPONSIBLE UNTIL WORK COMPLETED

A. The Contractor shall have charge of and be responsible for the entire Work until completed and accepted by the Owner. He shall make no assignment of this Contract without the written consent of the Owner. He shall give his personal supervision to the faithful prosecution of the Work; he shall keep it under his own control; and he shall have a competent representative or foreman on the Work, who shall have full authority to bring about the orderly and efficient prosecution of the same in accordance with the Contract and to supply materials, tools, equipment, and labor without delay.

3.11 WEATHER CONDITIONS

A. If a temporary suspension of Work should occur during inclement weather, the Contractor shall protect carefully all Work and materials under this Contract against damage or injury from the weather. If, in the opinion of the Owner, damage results to either the Work or materials by reason of failure on the part of the Contractor to protect his Work, such materials or Work will be removed and replaced by and at the expense of the Contractor.

3.12 NO CHARGE FOR DELAY

A. Unless otherwise provided in the Contract Documents, the Contractor shall make no charge or claim whatsoever for any hindrance or delay in the progress of the Work.

3.13 COMPLETION DATE AND QUALIFICATION

- A. The Work to be performed under this Contract must be Substantially Completed by August 30, 2018 with Final Completion by September 6, 2018.
 - 1. The Date of Substantial Completion shall mean when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the entire Work for use for which it is intended.
- B. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the Contract, is a reasonable time for the completion of the Work, taking into consideration the average weather and industrial conditions prevailing in this locality. The Contractor agrees that time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified in the Contract or any proper extension thereof granted by the Owner, it in no way relieves the Contractor of his responsibility to complete the Work at no additional cost to the Owner. Any extension of the completion date must be agreed upon in writing by the Owner and Contractor. Contractor shall not be responsible for failure to meet the completion date when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner. The Contractor shall not be charged with any excess cost when the delay in completion of the Work is due to:

Any order duly issued by the government (city, county, state or federal);

Any unforeseeable cause beyond the control and without fault or negligence of the Contractor including, but not restricted to, acts of God, severe weather, strikes, acts of the Owner, or acts of another Contractor in the performance of a contract with the Owner (except as provided in paragraph VIII above).

Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

As otherwise provided for in the General Conditions

3.14 INSURANCE AND INDEMNIFICATION REQUIREMENTS

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

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).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 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 Owner. Any

insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrellas coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. 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.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute 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.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, contractor shall furnish Owner 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 thirty (30) days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of 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 Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

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

5. Subcontractors

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

F. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligation under, or Contractor's default of, any provision of the Contract.

3.15 CONTRACTOR PAYMENTS

A. Payment will be made in full upon completion of the Project with Owner's final acceptance. No payment shall be authorized unless all applicable Waivers of Lien and Contractor's Affidavits are submitted in accordance with the Contract Documents. The time periods governing Owner's approval, disapproval, and payment of Contractor's applications for payment shall comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Park District from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the Park District relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance and payment bonds.

Failure to adhere to the approved progress schedule as specified in the Contract Documents, cooperate with other Contractors, and/or generally hinder the construction progress as determined by the Owner shall be grounds for withholding payments. Failure to supply waivers of lien, and any other supporting documentation as required by Owner, with each request will be considered grounds for withholding partial payments, and failure to supply final waivers for the entire job on completion shall be grounds for withholding final payment.

The Owner may withhold from the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to pay just claims for labor and services rendered and materials furnished in or

about the Work. The Owner shall have the right, acting as agent for the Contractor, to apply such retained amounts to the payment of such just claims.

3.16 WORK PERFORMANCE

- A. The Contractor shall coordinate his Work with all adjacent Work and shall coordinate with all other trades so as to facilitate the general progress of the Work. He shall afford all other trades every reasonable opportunity for the installation of their Work and for the storage of their material.
- B. Whenever, in the opinion of the Owner, the Contractor prosecutes or fails to prosecute his Work in such a manner as to hinder or delay the completion of the Work, the Owner may, after five (5) days' written notice to the Contractor order the Contractor to stop the Work, and carry out such Work as is necessary to be done by another Contractor or Contractors not necessarily holding a Contract for such Work on the Project, and in such event may charge the Contractor for such Work as may be performed. Nothing in this paragraph shall be deemed to be a waiver of any other remedies which may be available to the Owner in the event of a default surrender.

3.17 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All employees on the Work and all other persons who may be affected thereby;
 - All the Work and all materials and equipment to be incorporated therein, whether in storage on or
 off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Subsubcontractors; and
 - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- D. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.



3.18 UNDERGROUND UTILITIES

A. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures. The Contractor will locate and stake all underground structures in the field to include all cable and conduit, gas lines, water lines, and drainage lines. All underground utilities so marked which are disturbed or damaged by the Contractor's operation shall be repaired by competent and qualified specialists at the Contractor's expense. Such repairs shall be made under the direction of the Owner. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures.

3.19 PAYMENTS TO MATERIALMAN, ETC.

A. It is hereby expressly understood and agreed that the said Contractor shall furnish satisfactory evidence, when called for, that all persons who have done work or furnished materials in connection with the performance of the Contract, have been fully paid; otherwise the Owner shall have right to pay all such claims in full, out of any money that may be due to the Contractor under this agreement.

3.20 MODIFICATIONS OF CONTRACT DOCUMENTS AND CONTRACT WORK

- A. The Contract Documents may be modified and changed from time to time by written order of the Owner, in a manner not materially affecting the substance thereof, if such changes are necessary to carry out and complete more fully and perfectly the work to be done and performed. The Contractor shall acknowledge, in writing, receipt of every such order. If the changes and modifications increase the expense of the work, the increase expenses shall be paid for by the Owner. If such changes and modifications decrease the expense of the work, the amount of said diminution shall be credited to the Owner. The additional payment or amount credited shall be as a basis previously agreed upon, in writing, by the Owner and the Contractor. No consequential loss or profit on work not executed shall be paid to the Contractor.
- B. The amount of compensations to be paid to the Contractor for any changes or alterations, as so ordered, shall be determined:
 - 1. By a lump sum mutually agreed upon by the Owner and the Contractor; or,
 - 2. If the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the materials and of the wages applied labor (including premiums for Workmen's Compensation Insurance) required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved for such changes and alterations, plus 10% or 15% as compensation for all other items of profit and costs or expenses, including administration, overhead, superintendence, insurance (other than Workman's Compensation), materials used in temporary structures, allowances made by the Contractor to the Subcontractors, additional premiums upon the performance bond of the Contractor, and the use of small tools. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as herein provided.

Where proposed changes involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material change in the Work (i.e., other than minor field changes) a written change order shall be prepared by Contractor. In accordance with the *Criminal Code*, 720 ILCS 5/33 E-9, if a change order or series of change orders authorizes or necessitates an increase or decrease in **either** the cost of the

contract by \$10,000 or more, or the time of completion of the Work by 30 days or more, such changes may be made only upon the written authorization of the Executive Director (Secretary of the Board) of the Waukegan Park District, after approval from the Board of Park Commissioners, including a written determination that:

the circumstances necessitating the change were not reasonably foreseeable at the time the Contract was signed; or

the change is germane to the original Contract as signed; or

the change order is in the best interest of the Owner and is authorized by law.

3.21 CLAIMS OF EXTRA COMPENSATION

A. All claims for extra compensation over and above the amount agreed upon in the contract on account of any alterations or changes, or for any extra work, shall be filed, in writing, with the Owner by the Contractor, having attached thereto a copy of the original order for such alterations or changes or extra work, within thirty (30) days after the completion of said alterations or changes or extra work. The Contractor, before starting work on said alterations or changes or extra work, shall notify the Owner, in writing, of his intentions to file such claims in order that a proper record of such work may be kept by the Owner. Should the Contractor fail to notify the Owner in advance, as required, or to submit his claim within thirty (30) days, as required, it will be taken as conclusive that no claim exists.

3.22 USE OF PREMISES AND REMOVAL OF DEBRIS

- A. The Contractor expressly undertakes at his own expense:
 - 1. To take every precaution against injuries to person or damages to property;
 - 2. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work of any other Contractors;
 - 3. To place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work;
 - 4. To frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end, that at all times the site of the Work shall present a neat, orderly, and workmanlike appearance;
 - 5. Before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

3.23 GUARANTEE

A. All work performed shall be guaranteed by the General Contractor to be free from defects in materials and workmanship for a period of one year from the date of final acceptance. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor the termination of the guarantee period, nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice he/she shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting there from.

The successful Bidder(s) must present the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Bidder agrees to sign over warranties and guarantees to the Park District.

If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his/her bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

2018 FIELD HOUSE LOBBY LIGHTING IMPROVEMENT WAUKEGAN PARK DISTRICT WAUKEGAN, ILLINOIS

BID PROPOSAL FORM

Waukegan Park District (hereinafter called "Owner") 2000 Belvidere Street Waukegan, IL 60085 4.02 **BID FROM:** (hereinafter called "Bidder") Address City, State, Zip Code **Email Address Contact Person Telephone Number** Fax Number 4.03 **BID FOR: 2018 FIELD HOUSE LOBBY LIGHTING IMPROVEMENT WAUKEGAN, ILLINOIS**

4.01

BID TO:

4.04 ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of Invitation of Bids, Instructions to Bidders, the Specifications, Drawing, Conditions, Certifications, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No <u>.</u>	 Dated:	
	5	
Addendum No.	 Dated:	
Addendum No.	 Dated:	

4.05 AGREEMENT

- A. In submitting the Bid, the undersigned agrees:
 - 1. To hold the Bid open for sixty (60) days from submittal date.
 - 2. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.
 - 3. To enter into and execute an Contract with the Owner if awarded on the basis of this bid, and furnish all bonds and insurance required by the Contract Documents within fourteen (14) days after receiving Notice to Proceed from the Owner.
 - 4. To accomplish the work in accordance with the Contract Documents.
 - 5. To complete the work by the time stipulated in the Contract Documents.
 - 6. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
 - 7. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.

8. The Bidder proposes to utilize the products and services of the following Subcontractors and major

	ASE BID PRICE Price (Guaranteed Maximum Price)		
	Address		
(Subcontractor/major supplier		
1	Work to be performed/materials to be su		
	Address		
((2) Subcontractor/major supplier		
	Work to be performed/materials to be su	pplied	
	Address		
,	1) Subcontractor/major supplier	РН:/	

<u>4.06</u>

4.07 UNIT PRICE QUOTATIONS

Λ_	Fhe following unit prices are submitted by the undersigned Bidder as a proposed basis for additive	Ωr
~.	the following drift prices are submitted by the andersigned blader as a proposed basis for additive	o
	deductive adjustment to the Total Base Bid in the event Contract changes are required involving the iter	nc
	deductive adjustment to the rotal base bla in the event contract changes are required involving the feet	113
	lescribed.	

<u>ITEM</u>	<u>UNIT_PRICE</u>	
-	<u> </u>	(UNIT)
=	<u>\$</u>	(UNIT)

4.08 REJECTION AND WITHDRAWAL OF BID

A. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any informalities. . It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

4.09 TIME OF COMPLETION

A. If awarded the Contract, the undersigned agrees to complete all Work covered by this proposal on or before **September 6, 2018**.

4.10 BID SECURITY

A. Accompanying the proposal is a Bid Bond as surety in the amount of not less than ten percent (10%) of the Total Base Bid payable to Waukegan Park District, which it is agreed will be forfeited if the undersigned fails to execute the Contract in conformity with the Specifications and furnish Performance Bonds, Payment or Labor and Material Bonds, and Certificate of Insurance with Endorsements after notification of the award of the Contract to the undersigned.

4.11 PERFORMANCE/PAYMENT OR LABOR AND MATERIALS BOND

A. The undersigned Bidder agrees to provide Performance, and Payment or Labor and Material Bonds executed in accordance with AIA Document AIA A312 2010 form, or its current equivalent, or one acceptable to Owner, in the amount of 110% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

4.12 CONTRACT DOCUMENTS

A. The successful Bidder may be required to enter into a standard AIA form of Owner-Contractor Agreement appropriate to the form of the project delivery system selected by the Owner (general contractor and/or construction manager) OR other Agreement, as modified by the Owner.

CORPORATION

The Bidder is a Corporation organized and e	xisting under the laws of the State of	
Print Name	Duly Authorized Officer's Signature	
	Title	
CORPORATE SEAL (above)		
PARTNERSHIP		
The Bidder is a co-partnership consisting of i	individual partners whose full names are listed below:	
Print Name	(Partner's Signature)	
INDIVIDUAL		
The Bidder is an individual.		
Print Name	Individual's Signature	
Bidder must have their signature above not	tarized below regardless of Bidder Type	
Sworn and Subscribed to before me this	day of	, 2018.
		
My Commission Expires Notary Public or other Officer authorized to	, 20 o administer oaths	

2018 FIELD HOUSE LOBBY LIGHTING IMPROVEMENT WAUKEGAN PARK DISTRICT WAUKEGAN, ILLINOIS

BID QUALIFICATION FORM

4.13 BIDDER QUALIFICATION	
Bidder Name	
Address	
Telephone Number	
Fax Number	
Number of years in business under this name:	
Include with this Proposal the information red Bidders. (See attached page)	quired under 1.03 Requirements of Bidders in the Instructions to



PROJECT LIST

List three (3) of the largest projects completed in the past two (2) years which are similar in scope to the **2018 FIELD HOUSE LOBBY LIGHTING IMPROVEMENT**. Include client's name, project cost and contact person with phone number

Project Name		
	Phone Number	
	Phone Number	
Project Name		
	Phone Number	
Architect/Engineer	 Phone Number	
Project Name		
	Phone Number	
	Phone Number	

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES AND SUPERSEDES NOTICE

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

CONTRACTOR COMPLIANCE AND CERTIFICATIONS

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bidrigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et seq.) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and,

in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention In Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Waukegan Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR NAME	
Ву:	_ (Signature)
	_ (Printed Name)
Its:	_(Title)
STATE OF))SS COUNTY OF)	
appeared before me this da	the State and County, aforesaid, hereby certify that y and, being first duly sworn on oath, acknowledged that her free act and deed and as the act and deed of the
Contractor.	
Dated:	
	(Notary Public)
(SEAL)	



SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor [circle one], by its undersigned representative, hereby certifies and represents to the Waukegan Park District that [Contractor/Subcontractor must complete either Part A or Part B below]:

The Contractor/Subcontractor [circle one] has in place for all of its employees not covered by a contractor green that deals with the subject of the Act a written substance abuse prevention processes and account of which is attached to this partition which is attached to the contractor.
true and correct copy of which is attached to this certification, which meets or exceeds the requirent the Substance Abuse Prevention in Public Works Act, 820 ILCS 265/1 et seq. [Contractor/Subcontr
must attach a copy of its substance abuse prevention program to this Certification.]
, and the same and
Name of Contractor/Subcontractor (print or type)
Name and Title of Authorized Representative (print or type)
Dated <u>:</u>
Signature of Authorized Representative
The Contractor/Subcontractor [circle one] has one or more collective bargaining agreements in effective
of its employees that deal with the subject matter of the Substance Abuse Prevention in Public Projects Act, 820 ILCS 265/1 et seq.
Name of Contractor/Subcontractor (print or type)
Name and Title of Authorized Representative (print or type)
Dated:
Signature of Authorized Representative

LOCATION MAP



EXHIBIT A: PROJECT MANUAL (SPECISFICATIONS/DRAWINGS)

ELECTRICAL TABLE OF CONTENTS

	ELECTRICAL INDEX	2 pages
26 05 00	Electrical Provisions	8 pages
26 05 19	Low-Voltage Electrical Power Conductors and Cables	6 pages
26 05 26	Grounding and Bonding for Electrical Systems	4 pages
26 05 29	Hangers and Supports for Electrical Systems	2 pages
26 05 33.13	Conduit for Electrical Systems	6 pages
26 05 33.16	Boxes for Electrical Systems	4 pages
26 51 00	Interior Lighting	6 pages

ELECTRICAL TABLE OF CONTENTS

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SECTION 26 05 00 ELECTRICAL PROVISIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- Work included.
- B. Temporary power and lighting.

1.2RELATED SECTIONS

- A. Applicable provisions of Division 0 and Division 1 shall govern work under this section.
- B. All 26 00 00 electrical sections.
- C. All other sections requiring electrical work.
- D. Coordinate work under provision of Division One General Requirements.
- E. Temporary light and power Section of Division 1.

1.3REFERENCES

- A. ANSI/NFPA 70 National Electrical Code.
- B. NECA "Standard of Installation."
- C. All state and local codes.

1.4REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc as suitable for purpose specified and shown.
- C. Conform to all local codes.

1.5WORK INCLUDED

- A. The mention of any article, operation or method requires that the Contractor shall provide same and work in complete accordance with the conditions stated. The contractor shall provide all material, labor, equipment, tools and transportation as needed to complete the project according to contract documents. This work includes all items to complete the electrical installation of all items indicated on the drawings, specified herein, and needed for a complete and operable facility but not specifically described in any other sections of this document. Among the items required are:
 - Complete branch circuit wiring system for lighting, motors, receptacles, junction boxes and similar uses.

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- 2. Lighting fixtures
- 3. Necessary equipment as shown on plans.
- 4. All items and appurtenances necessary, reasonably incidental or customarily included, even though each and every item is not specifically called out for or shown.
- 5. Demo of existing electrical equipment per drawings and notes.
- B. All work shall be installed in accordance with all state and local inspection authorities having jurisdiction together with the recommendations of the manufacturer whose equipment is to be supplied and installed under this contract.
- C. Before submitting his bid, each bidder shall examine the drawings relating to his work and shall become fully informed as to the extent and character of the work required and its relation to other work in the building.
- D. The contractor shall coordinate with the architect and establish exact locations of all materials and equipment to be installed. Consideration shall be given to construction features, equipment of other trades and requirements of the equipment.
- E. Bids to include cost of all necessary permits and review fees.
- F. This contractor shall keep the engineer, their consultants and the owner of the project harmless from all claims, losses, expenses of any kind, including but not limited to, attorney's expenses and fees, where claims are filed by their own employees or any sub-contractor hired by this contractor and/or their employees. This indemnity shall also apply to any claims filed by others because of work done by this contractor.
- G. The engineer has no contractural duty to control the safest methods or means of the work, job site responsibilities, supervision or to supervise safety and does not voluntarily assume any such duty or responsibility.

1.6QUALITY ASSURANCE AND WARRANTY

- A. Qualifications of installers: For the actual fabrication, installation and testing of the work of this section, use only thoroughly trained and experienced personnel who are completely familiar with the requirements for this work and with the installation recommendations of the Manufacturers of the specified items.
- B. Perform work to meet all codes.
- C. Contractor shall warranty all parts and labor, except lamps or LED's, for one year. All lamps and LED's will be working at time of substantial completion. The contractor will replace any lamps or LED's not working at time of substantial completion.

1.7SUBMITTALS

- A. Within 7 days after award of contract, and before any of the materials of this section are delivered to the job site, submit eight complete sets to the Engineer in accord with the provisions of Division One General Requirements, the following:
 - 1. Shop drawings:
 - 1 Light fixtures including LED and driver data

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- 2 Any additional data requested
- 2. Show variations from contract documents.
- 3. The contractor shall not be relieved of responsibility for executing work in accord with contract documents, even though such drawings have been approved.
- B. Affidavits: The contractor shall execute the standard State Electrical Affidavit of Compliance with the Electrical Code and safe practices. Notarize and file two copies with the owner before final payment is made.
- C. Record Drawings: Day by day, as installed, details shall be transferred to a set of scale tracings prepared by the electrical contractor. The completed tracings shall be turned over to the Owner upon completion.
- D. Operation and Maintenance Data: The contractor shall provide two sets in loose leaf binders a compilation of catalog data of each manufactured item of equipment used in the electrical work and shall present this compilation to the Architect before final payment is made. Descriptive data and printed installation, operating and maintenance instructions and recommended spare parts list for each item of equipment shall be included.

1.8DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle Products to site under provisions of Division One General Requirements.
- B. All materials shall be suitably stored and protected prior to installation and all work, including equipment of other trades, shall be protected after installation, during construction and prior to acceptance.
- C. The contractor shall follow the manufacturer's directions completely in the delivery, storage and handling of equipment and materials. Equipment and materials shall be tightly covered and protected against dirt, water, chemical or mechanical injury and theft. At the completion of the work, fixtures, equipment and materials shall be cleaned and polished thoroughly and shall be in a condition satisfactory to the architect.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

1.9PROJECT CONDITIONS

- A. The Electrical Contractor shall visit the site of construction to familiarize himself with the site and existing
 - conditions so as to become fully informed as to extent and character of the work and its relationship to work of other trades and existing facilities.
- B. Failure to provide for the cost of all contingencies in original bid will not be accepted as an excuse for extra payment.
- 1.10 ALTERNATIVES

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- A. The work of this section is affected by alternatives as described on the drawings and in section 01030 of these specifications. All alternates must be approved before bids are submitted.
- B. The Electrical Contractor shall assume full responsibility for any alternate material or item proposed, regardless if it is approved or not. This responsibility will also include any and all costs of modifying feeders, branch circuits, ceilings, finishes, supports, structural, HVAC or any other incidental changes brought about by the alternate.

PART 2 PRODUCTS

2.1MATERIALS

- A. All equipment and materials shall be new, unless specifically noted otherwise and shall bear the Manufacturer's name, trademark and ASME, UL and/or other labels in every case where a standard has been established for the particular item. Equipment shall be the latest approved design of the standard product of a manufacturer regularly engaged in the production of the required type of equipment and shall be supported by a service organization that is, in the opinion of the architect reasonably convenient to the site.
- B. It is the responsibility of the Contractor to insure that items furnished fit the space available. He shall make field measurements to ascertain space requirements, including those connections, and shall furnish and install such sizes and shapes of equipment that, in the final installation, will suit the true intent and meaning of the Drawings and Specifications.
- C. The Contractor shall furnish and install all equipment accessories, connections and incidental items necessary to complete the work and operations.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify Conditions: Verify that all electrical installation may be made in complete accord with all pertinent codes, regulations, drawings and specifications.
- C. Discrepancies: In the event of discrepancy, notify the Architect and/or Engineer immediately for clarification. Do not proceed until discrepancies have been fully resolved.

3.2PREPARATION

- A. Co-ordination of Work: The Contractor shall compare the electrical drawings and specifications with the drawings and specifications of other trades and report any discrepancies for changes necessary in the electrical work. The electrical work shall be installed in cooperation with other trades installing interrelated work. Before installation, the Contractor shall make proper provisions to avoid interferences. Changes required in the work of the Contractor caused by neglect to do so, shall be made at the Contractor's own expense.
- B. Verification of Dimensions: The contractor shall visit the premises to verify all dimensions in the field; and shall advise the Architect and/or Engineer of any discrepancies before performing any

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work.

3.3INSTALLATION

- A. It is the intent of this Specification that the Owner is presented with a complete, operable facility and the Electrical Contractor shall include ALL costs in the original bid.
- B. When the Architect has reviewed equipment submittals and given instructions to precede with the installation of items of equipment that require arrangements or connection different from those shown on the drawings, it shall be the responsibility of the contractor to install the equipment to operate properly and in accord with the intent of the drawings and specifications and shall provide any additional controllers, fittings or other equipment and materials that may be required. The contractor shall be responsible for the proper location of roughing in and connections by other trades. All changes shall be made at no increase in the contract amount or additional costs to other trades.
- C. The contractor shall support work and equipment plumb, rigid and true to line. The contractor shall study the general, structural, mechanical and electrical drawings, shop drawings and catalog data to determine how equipment, fixtures, conduit, etc. are to be installed and shall provide foundations, bolts, inserts, stands, hangers, brackets and accessories for proper support whether or not shown on the drawings.
- D. All materials and equipment shall be installed in accord with the approved recommendations of the manufacturer, the best practices of the trade, and in conformance with contract documents. Should the contractor perform any work that does not comply with the manufacturer's directions, the contractor shall bear all costs arising in correcting deficiencies.

E. Interferences:

- Locations: Locations of conduit, equipment, fixtures, etc., shall be adjusted to accommodate
 the work to interferences anticipated or encountered. Devices specifically dimensioned on the
 drawings are critical dimensions and shall installed as shown. The contractor shall determine
 the exact route and locations of each conduit prior to installation.
- 2. Right-of-way: Lines which pitch shall have right-of-way over those which do not pitch. For example, plumbing drains shall normally have right-of-way over lines whose elevations can be changed.
- 3. Offsets: Offsets and changes in direction in conduit shall be made as required to maintain proper head room and not interfere with pitch of sloping lines whether or not indicated on the

drawings.

- F. Location of lighting switches, outlets and equipment as shown on drawings is approximate and exact locations will be verified.
- G. Minor modifications in location of switches, outlets and equipment is considered incidental up to a distance of 10 feet with no additional compensation, provided necessary instructions are given prior to rough in.
- H. Existing Conditions (if applicable):
 - Move or remove electrical connections, devices or equipment necessary for completion of project and reconnect reused existing equipment or wiring removed to accommodate new work.

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- 2. Existing electrical equipment indicated on the drawings as being removed, reworked or relocated, are shown for guidance and estimating purposes only; additional work found in field or changes required but not shown shall be included in the base bid.
- 3. Existing equipment that is removed shall remain the property of the owner. That which the owner does not want shall be disposed of by the electrical contractor.
- 4. Work involving shutdown of present service and equipment now functioning in present area shall be done at such time as to provide the least amount of inconvenience to the owner at times established by the owner.
- 5. Any existing electrical devices or equipment found at the job site, but not shown on the drawings shall be reconnected to spare circuit breakers in new panels, if such circuits are necessary for operation of the remodeled portion of the building.
- 6. Locations and elevations of utilities have been obtained from utility maps or other sources and are offered as a general guide only without guarantee as to accuracy. The Contractor shall verify the location and elevation of utilities and their relation to the work before beginning work.
- I. Temporary electric service and lighting during construction:
 - Electrical contractor shall provide temporary light and power from the existing receptacles if required.
- J. Unless otherwise specified, job finish painting will be done by the painting contractor. Electrical equipment shall have a baked enamel finish. The electrical contractor shall restore damaged painted surfaces of electrical equipment to its original condition.

3.4FIELD QUALITY CONTROL

- A. Control circuits, branch circuits, feeders, motor circuits and transformers:
 - Megger check of phase-to-phase and phase-to-ground insulation levels. Do not megger check solid state equipment.
 - 2. Continuity.
 - 3. Short circuit.
 - 4. Operational check.
- B. Wiring devices: Test receptacles with Hubbell 5200, Woodhead 1750 or equal tester for correct polarity, proper ground connection and wiring faults.

3.5CLEANING

- A. The electrical contractor shall daily remove crates, boxes, metal cuttings and debris from the building. At the end of the project, all electrically related debris shall be removed and the building shall be left in a clean condition.
- B. The electrical contractor shall leave all electrical equipment (interior and exterior), in a clean condition.

3.6EQUIPMENT START-UP AND TESTING

A. The contractor shall instruct the owner's operating personnel during start-up and separate operating test of each major item of equipment. During the operating test, the contractor shall prove the operation of each item of equipment to the satisfaction of the architect. At least two days notice

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shall be given to the architect of equipment start-up and operating tests.

- B. Should any item of the system fail to perform in an approved manner, this test shall be repeated until the operating test is approved by the architect.
- C. Following the successful completion of operating tests by the Contractor, the owner shall have the privilege of making such tests as they may desire to ascertain in detail if any corrections are to be made to the system. At the end of the testing by the owner and architect, the architect shall direct the contractor in writing to make such corrections to the system as are within the scope of the contract.

END OF SECTION

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HINKSTON PARK CLIMBING AREA LIGHTING REPLACEMENT
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SECTION 26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Building wire and cable.
- B. Underground feeder and branch circuit cable.
- C. Wiring connectors and connections.

1.2RELATED SECTIONS

- A. Section 26 05 33.13 Conduit.
- B. Section 26 05 33.16 Boxes.
- C. Section 26 05 53 Identification.

1.3REFERENCES

A. ANSI/NFPA 70 - National Electrical Code.

1.4SUBMITTALS

- A. Submit under provisions of Division One General Requirements. Provide upon request.
- B. Product Data: Provide for each cable assembly type.
- C. Test Reports: Indicate procedures and values obtained.
- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.
- E. Contractor shall review and stamp all shop drawings prior to submitting them for review. Engineer will not review any submittals that have not been stamped by the contractor.

1.5QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years experience.

1.6REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70 National Electrical Code.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

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- C. Conform to all local codes.
- 1.7 PROJECT CONDITIONS
- A. Verify that field measurements are as shown on Drawings.
- B. Wire and cable routing shown on Drawings is approximate unless dimensioned. Route wire and cable as required to meet Project Conditions.
- C. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.

1.8COORDINATION

- A. Coordinate Work under provisions of Division One General Requirements.
- B. Determine required separation between cable and other work.
- C. Determine cable routing to avoid interference with other work.

PART 2 PRODUCTS

2.1 MANUFACTURERS - BUILDING WIRE

- A. Carol.
- B. Triangle.
- C. Southwire.
- D. Substitutions: Under provisions of Division One General Requirements.

2.2BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation: ANSI/NFPA 70, Type THW,RHW, TW, THHN/THWN, XHHW.
- E Insulation: Material rated 75 degrees C minimum for branch circuits or feeders in wet and damp locations. Material rated 90 degrees C for feeders in dry locations.

2.3WIRING CONNECTORS

- A. Split Bolt Connectors:
 - 1. Burndy.
 - 2. T&B.
 - Blackburn.

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- 4. Panduit.
- 5. Substitutions: Under provisions of Division One General Requirements.

B. Solderless Pressure Connectors:

- 1. Burndy.
- T&B.
- 3. Blackburn.
- 4. Panduit.
- 5. Substitutions: Under provisions of Division One General Requirements.

C. Spring Wire Connectors:

- 1. 3M.
- 2. Ideal.
- 3. T&B.
- 4. Blackburn.
- 5. Panduit.
- 6. Substitutions: Under provisions of Division One General Requirements.

D. Compression Connectors:

- 1. Burndy.
- 2. T&B.
- 3. Blackburn.
- 4. Blackburn.
- 5. Substitutions: Under provisions of Division One General Requirements.

PART 3 EXECUTION

3.1EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that mechanical work likely to damage wire and cable has been completed.

3.2PREPARATION

A. Completely and thoroughly swab raceway before installing wire.

3.3WIRING METHODS

- A. Concealed Dry Interior Locations: Use only building wire Type THHN/THWN or type MC cable. MC cable may only be used for branch circuits or fire alarm circuits in concealed locations.
- B. Exposed Dry Interior Locations: Use only building wire Type THHN/THWN, XHHW insulation, in raceway.
- C. Above Accessible Ceilings: Use only building wire Type THHN/THWN, XHHW insulation, in raceway or Type MC cable as allowed by code.

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POWER CONDUCTORS

- D. Wet or Damp Interior Locations: Use only building wire Type THHN/THWN, XHHW insulation, in raceway.
- E. Exterior Locations: Use only building wire Type THHN/THWN, XHHW insulation, in raceway.
- F. Underground Installations: Use only building wire Type THW, THHN/THWN, XHHW insulation, in raceway.
- G. Use wiring methods indicated on Drawings.

3.4INSTALLATION

- A. Install products in accordance with manufacturers instructions.
- B. Use solid or stranded conductors for feeders and branch circuits 10 AWG and smaller.
- C. Use stranded conductors for control circuits.
- D. Use conductor not smaller than 12 AWG for power and lighting circuits. Use oversized neutrals on electronic loads per code.
- E. Use conductor not smaller than 14 AWG for control circuits.
- F. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 50 feet. Size conductors for 3% voltage drop for circuits longer than 100 feet.
- G. Use 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 100 feet. Size conductors for 3% voltage drop for circuits longer than 200 feet.
- H. Pull all conductors into raceway at same time.
- I. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
- J. Protect exposed cable from damage.
- K. Support cables above accessible ceiling, using spring metal clips. Do not rest cable on ceiling panels.
- L. Use suitable cable fittings and connectors.
- M. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- N. Clean conductor surfaces before installing lugs and connectors.
- O. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- P. Use suitable reducing connectors or mechanical connector adaptors for connecting aluminum conductors to copper conductors.

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- Q. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- R. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
- S. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.

3.5INTERFACE WITH OTHER PRODUCTS

- A. Identify wire and cable under provisions of Section 26 05 53.
- B. Identify each conductor with its circuit number or other designation indicated on Drawings.

3.6FIELD QUALITY CONTROL

- A. Perform field inspection and testing.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Measure tightness of bolted connections and compare torque measurements with manufacturer's recommended values.
- D. Verify continuity of all conductors.

END OF SECTION

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26 05 19-5 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS

HINKSTON PARK CLIMBING AREA LIGHTING RE	PLACEMENT

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26 05 19-6 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS

SECTION 26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Grounding electrodes and conductors.
- B. Equipment grounding conductors.
- C. Bonding.

1.2REFERENCES

A. ANSI/NFPA 70 - National Electrical Code.

1.3GROUNDING ELECTRODE SYSTEM

- A. Metal underground water pipe.
- B. Metal frame of the building.
- C. Concrete-encased electrode.
- D. Rod electrode.

1.4PERFORMANCE REQUIREMENTS

A. Grounding System Resistance: 25 ohms.

1.5PROJECT RECORD DOCUMENTS

- A. Submit upon project completion.
- B. Accurately record actual locations of grounding electrodes .
- C. Record overall resistance to ground.
- D. Contractor shall review and stamp all shop drawings prior to submitting them for review. Engineer will not review any submittals that have not been stamped by the contractor.

1.6QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this Section with minimum 3 years experience.

1.7REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70 - National Electrical Code.

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- B. Furnish products listed and classified by Underwriters Laboratories, Inc as suitable for purpose specified and shown.
- C. Conform to all local codes.

PART 2 PRODUCTS

2.1ROD ELECTRODE

- A. Manufacturers:
 - 1. Appleton.
 - 2. Crouse-Hinds.
 - 3. Burndy.
 - 4. Or approved equal.
- B. Material: Copper-clad steel.
- C. Diameter: 3/4 inch.
- D. Length: 10 feet.

2.2MECHANICAL CONNECTORS

- A. Manufacturers:
 - 1. Appleton.
 - 2. Crouse-Hinds.
 - 3. Burndy.
 - 4. Or approved equal.
- B. Material: Bronze.

2.3EXOTHERMIC CONNECTIONS

- A. Manufacturers:
 - 1. Cad-Weld.
 - 2. Or approved equal.

2.4WIRE

- A. Material: Stranded copper.
- B. Foundation Electrodes: per drawing.
- C. Grounding Electrode Conductor: Size to meet NFPA 70 or local requirements.

PART 3 EXECUTION

3.1EXAMINATION

A. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.2INSTALLATION

26 05 26-2 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

- A. Install Products in accordance with manufacturer's instructions.
- B. Install rod electrodes at locations indicated. Install additional rod electrodes as required to achieve specified resistance to ground.
- C. Provide grounding electrode conductor and connect to reinforcing steel in foundation footing where indicated. Bond steel together.
- D. Provide bonding to meet Regulatory Requirements.
- E. Bond together metal siding not attached to grounded structure; bond to ground.
- F. Bond together reinforcing steel and metal accessories in pool and fountain structures.
- G. Provide isolated grounding conductor for circuits supplying electronic equipment.
- H. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder circuit raceway. Terminate each end on suitable lug, bus, or bushing.
- I. Ground each additional separate neutral to ground rods and water service.
- J. Use 4 AWG minimum copper conductor to ground communications service.
- K. Isolated ground: connect insulated ground conductor from service ground to device.

3.3FIELD QUALITY CONTROL

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Use suitable test instrument to measure resistance to ground of system. Perform testing in accordance with test instrument manufacturer's recommendations using the fall- of-potential method.

END OF SECTION

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26 05 26-4 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

SECTION 26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Conduit and equipment supports.
- B. Anchors and fasteners.

1.2REFERENCES

- A. NECA National Electrical Contractors Association.
- B. ANSI/NFPA 70 National Electrical Code.

1.3REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70 National Electrical Code.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.
- C. Conform to all local codes.

PART 2 PRODUCTS

2.1PRODUCT REQUIREMENTS

- A. Materials and Finishes: Provide adequate corrosion resistance.
- B. Provide materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit. Consider weight of wire in conduit when selecting products.
- C. Anchors and Fasteners:
 - Concrete Structural Elements: Use precast insert system, expansion anchors and preset inserts.
 - 2. Steel Structural Elements: Use beam clamps.
 - 3. Concrete Surfaces: Use self-drilling anchors and expansion anchors.
 - 4. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use toggle bolts and hollow wall fasteners.
 - 5. Solid Masonry Walls: Use expansion anchors and preset inserts.
 - 6. Sheet Metal: Use sheet metal screws.
 - 7. Wood Elements: Use wood screws.

2.2STEEL CHANNEL

- A. Manufacturer:
 - 1. UniStrut
 - 2. B-Line.

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- 3. Allied.
- 4. Kindorf.
- 5. Or approved equal.
- B. Description: Galvanized (wet, damp locations) or painted steel (dry locations).

PART 3 EXECUTION

3.1INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Provide anchors, fasteners, and supports in accordance with NECA "Standard of Installation".
- C. Do not fasten supports to pipes, ducts, mechanical equipment, and conduit.
- D. Do not use spring steel clips and clamps.
- E. Do not use powder-actuated anchors.
- F. Obtain permission from Architect/Engineer before drilling or cutting structural members.
- G. Fabricate supports from structural steel or steel channel. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
- H. Install surface-mounted cabinets and panelboards with minimum of four anchors.
- I. In wet and damp locations use steel channel supports to stand cabinets and panelboards one inch off wall.
- J. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

END OF SECTION

26 05 29-2 HANGERS AND SUPPORTS FOR ELECTRICAL CONNECTIONS

SECTION 26 05 33.13 CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Metal conduit.
- B. Flexible metal conduit.
- C. Liquidtight flexible metal conduit.
- D. Electrical metallic tubing.
- E. Fittings and conduit bodies.

1.2RELATED SECTIONS

- A. General Requirements Division 7 Roof penetrations and fire stopping.
- B. Section 26 05 33.16 Boxes.
- C. Section 26 05 26 Grounding and Bonding.
- D. Section 26 05 29 Supporting Devices.
- E. Section 26 05 53 Electrical Identification.

1.3REFERENCES

- A. ANSI C80.1 Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.3 Electrical Metallic Tubing, Zinc Coated.
- C. ANSI/NEMA FB 1 Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
- D. ANSI/NFPA 70 National Electrical Code.
- E. NECA "Standard of Installation."
- F. NEMA TC 2 Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80).
- G. NEMA TC 3 PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.4DESIGN REQUIREMENTS

A. Conduit Size: ANSI/NFPA 70.

1.5PROJECT RECORD DOCUMENTS

A. Submit under provisions of 26 05 00.

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B. Accurately record actual routing of conduits larger than 1" inches.

1.6REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc as suitable for purpose specified and shown.
- C. Conform to all local codes.

1.7DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle Products to site under provisions of Division One General Requirements.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

1.8PROJECT CONDITIONS

- A. Verify that field measurements are as shown on Drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

PART 2 PRODUCTS

2.1CONDUIT REQUIREMENTS

- A. Minimum Size: 1/2 inch in interior, 3/4 inch exterior.
- B. Underground Installations:
 - 1. Site: Use rigid steel conduit, intermediate metal conduit or nonmetallic PVC conduit. PVC conduit may only be used per local code.
 - 2. In or Under Slab on Grade: Use rigid steel conduit, intermediate metal conduit or thinwall nonmetallic conduit.
 - 3. Minimum Size: 3/4 inch.
 - 4. PVC conduit may be used below grade per code, but not for elbows or stub ups. PVC conduit may be run up inside light pole or generator bases if allowed by local code.
- C. Outdoor Locations, Above Grade: Use rigid steel conduit.
- D. In Slab Above Grade:
 - 1. Use rigid steel conduit, intermediate metal conduit, or electrical metallic tubing conduit.

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CONDUIT FOR ELECTRICAL SYSTEMS

- 2. Maximum Size Conduit in Slab: 1 inch. Maintain a minimum of 2" concrete covering. Run conduits within concrete parallel to each other and spaced on center at least three times the conduit trade size. Conduits over 1 inch may not be installed in slabs without approval of Architect.
- E. Wet and Damp Locations: Use rigid steel, intermediate metal conduit or PVC (where not subject to damage) per code.
- F. Dry Locations:
 - 1. Concealed: Use electrical metallic tubing.
 - 2. Exposed: Use electrical metallic tubing.

2.2METAL CONDUIT

- A. Manufacturers:
 - 1. Republic Steel.
 - 2. Allied.
 - 3. Substitutions: Under provisions of Division One General Requirements.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. Intermediate Metal Conduit (IMC): Rigid steel.
- D. Fittings and Conduit Bodies: ANSI/NEMA FB 1; material to match body.

2.3FLEXIBLE METAL CONDUIT

- A. Manufacturers:
 - Electri-Flex.
 - 2. Alflex Corp.
 - 3. Substitutions: Under provisions of Division One General Requirements.
- B. Description: Interlocked steel construction.
- C. Fittings: ANSI/NEMA FB 1.

2.4LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Manufacturers:
 - 1. Electri-Flex.
 - 2. Alflex Corp.
 - 3. Substitutions: Under provisions of Division One General Requirements.
- B. Description: Interlocked steel construction with PVC jacket.
- C. Fittings: ANSI/NEMA FB 1.

2.5ELECTRICAL METALLIC TUBING (EMT)

- A. Manufacturers:
 - 1. Republic Steel.
 - 2. Allied.

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CONDUIT FOR ELECTRICAL SYSTEMS

- Substitutions: Under provisions of Division One General Requirements.
- B. Description: ANSI C80.3; galvanized tubing.
- C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; die cast compression connectors and couplings shall be used on interior EMT conduit.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install conduit in accordance with NECA "Standard of Installation."
- B. Install nonmetallic conduit in accordance with manufacturer's instructions.
- C. Arrange supports to prevent misalignment during wiring installation.
- D. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- E. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.
- F. Fasten conduit supports to building structure and surfaces under provisions of Section 26 05 29.
- G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports
- H. Do not attach conduit to ceiling support wires.
- I. Arrange conduit to maintain headroom and present neat appearance.
- J. Route exposed conduit parallel and perpendicular to walls.
- K. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- L. Route conduit in and under slab from point-to-point.
- M. Do not cross conduits in slab.
- N. Maintain adequate clearance between conduit and piping.
- O. Maintain 12 inch clearance between conduit and surfaces with temperatures exceeding 104 degrees F.
- P. Cut conduit square using saw or pipe cutter; de-burr cut ends.
- Q. Bring conduit to shoulder of fittings; fasten securely.
- R. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.

26 05 33.13-4 CONDUIT FOR ELECTRICAL SYSTEMS

- S. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
- T. Install no more than equivalent of three 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one-shot bender to fabricate factory elbows for bends in metal conduit larger than 2 inch size.
- U. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- V. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
- W. Provide suitable pull string in each empty conduit except sleeves and nipples.
- X. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- Y. Ground and bond conduit under provisions of Section 26 05 26.
- Z. Identify conduit under provisions of Section 26 05 53.
- AA. All conduit to be concealed, except in mechanical rooms. If accessible walls and ceilings are present in mechanical rooms, conduits and devices will also be concealed. Surface wiring to be used only were absolutely necessary.

3.2INTERFACE WITH OTHER PRODUCTS

- A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods as recommended by manufacturer and under the general provisions. All conduits penetrating non-rated walls shall be caulked.
- B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installer.

END OF SECTION

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26 05 33.13-5 CONDUIT FOR ELECTRICAL SYSTEMS

HINKSTON PARK CLIMBING AREA LIGHTING REPLACEME	NT

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26 05 33.13-6 CONDUIT FOR ELECTRICAL SYSTEMS

SECTION 26 05 33.16 BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Wall and ceiling outlet boxes.
- B. Floor boxes.
- C. Pull and junction boxes.

1.2RELATED SECTIONS

- A. General Requirements Division 7 Roof Penetrations and Fire Stopping.
- B. General Requirements Division 8.
- C. Section 26 27 26 Wiring Devices: Wall plates in finished areas, floor box service fittings, fire-rated poke-through fittings, and access floor boxes.
- D. Section 28 31 00 Fire Alarm and Smoke Detection Systems.

1.3REFERENCES

- A. NECA Standard of Installation.
- B. NEMA FB 1 Fittings and Supports for Conduit and Cable Assemblies.
- C. NEMA OS 1 Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- D. NEMA OS 2 Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.
- E. NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum).
- F. NFPA 70 National Electrical Code.

1.4SUBMITTALS

- A. Submit under provisions of Division One General Requirements if requested.
- B. Contractor shall review and stamp all shop drawings prior to submitting them for review. Engineer will not review any submittals that have not been stamped by the contractor.

1.5REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70 National Electrical Code.
- B. Provide Products listed and classified by Underwriters Laboratories, Inc., as suitable for the purpose specified and indicated.
- C. Conform to all local codes.

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BOXES FOR ELECTRICAL SYSTEMS

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PART 2 PRODUCTS 2.1 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: NEMA OS 1, welded, galvanized steel,4" square minimum. Drawn boxes will not be accepted.
 - Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch male fixture studs where required.
 - 2. Concrete Ceiling Boxes: Concrete type.
- B. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs.
- C. Wall Plates for Finished Areas: As specified in Section 26 27 26.

2.2FLOOR BOXES

- A. Floor Boxes: NEMA OS 1, fully adjustable, 1-1/2 inches deep or as shown on drawings.
- B. Material: Cast metal, Formed steel or PVC per drawing.
- C. Shape: Round, or rectangular as shown on drawings.
- D. Service Fittings: As specified in Section 26 27 26.

2.3 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: As specified in Section 26 27 26.
- C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
 - 1. Material: Galvanized cast iron, Cast aluminum.
 - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify locations of floor boxes and outlets in offices, and work areas prior to rough-in.

3.2INSTALLATION

- A. Install boxes in accordance with NECA "Standard of Installation."
- B. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- C. Set wall mounted boxes at elevations to accommodate mounting heights indicated and specified in section for outlet device.
- D. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Adjust

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BOXES FOR ELECTRICAL SYSTEMS

box location up to 5 feet if required to accommodate intended purpose.

- E. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.
- F. Maintain headroom and present neat mechanical appearance.
- G. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- H. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
- I. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods as required.
- J. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- K. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
- L. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- M. Use flush mounting outlet box in finished areas.
- N. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- O. Do not install flush mounting box back-to-back in walls; provide minimum 6 inches separation. Provide minimum 24 inches separation in acoustic rated walls.
- P. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- Q. Use stamped steel bridges to fasten flush mounting outlet box between studs.
- R. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- S. Use adjustable steel channel fasteners for hung ceiling outlet box.
- T. Do not fasten boxes to ceiling support wires.
- U. Support boxes independently of conduit.
- V. Use gang box where more than one device is mounted together. Do not use sectional box.
- W. Use gang box with plaster ring for single device outlets.
- X. Use cast outlet box in exterior locations exposed to the weather and wet locations.
- Y. Use cast floor boxes for installations in slab on grade; formed steel boxes are acceptable for other installations.

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- Z. Set floor boxes level.
- AA. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.

3.3INTERFACE WITH OTHER PRODUCTS

A. Coordinate installation of outlet box for equipment connected under Section 26 05 33.16.

3.4ADJUSTING

- A. Adjust floor box flush with finish flooring material.
- B. Adjust flush-mounting outlets to make front flush with finished wall material.
- C. Install knockout closures in unused box openings.

3.5CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

END OF SECTION

26 05 33.16-4 BOXES FOR ELECTRICAL SYSTEMS

SECTION 26 51 00 INTERIOR LIGHTING

PART 1 GENERAL

1.1SECTION INCLUDES

- A. Interior luminaires and accessories.
- B. Emergency lighting units.
- C. Exit signs.
- D. Ballasts.
- E. Fluorescent dimming ballasts and controls.
- F. Fluorescent lamp emergency power supply.
- G. Lamps.
- H. Luminaire accessories.

1.2RELATED SECTIONS

- A. Section 01 91 00 Commissioning
- B. Section 26 05 33.16 Boxes.
- C. Section 26 09 23 Lighting Control Devices.
- D. Section 26 09 43 Digital Lighting Controls.

1.3REFERENCES

- H. ANSI C78.379 Electric Lamps Incandescent and High- Intensity Discharge Reflector Lamps Classification of Beam Patterns.
- I. ANSI C82.1 Ballasts for Fluorescent Lamps Specifications.
- J. ANSI C82.4 Ballasts for High-Intensity Discharge and Low Pressure Sodium Lamps (Multiple Supply Type).
- K. ANSI/NFPA 70 National Electrical Code.
- L. ANSI/NFPA 101 Life Safety Code.
- M. NEMA WD 6 Wiring Devices-Dimensional Requirements.

1.4SUBMITTALS

A. Submit under provisions of Division One - General Requirements.

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- B. Shop Drawings: Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
- C. Product Data: Provide dimensions, ratings, and performance data.
- D. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.
- E. Manufacturer's Instructions: Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- F. Contractor shall review and stamp all shop drawings prior to submitting them for review. Engineer will not review any submittals that have not been stamped by the contractor.

1.5 OPERATION AND MAINTENANCE DATA

- A. Submit under provisions of Division One General Requirements.
- B. Maintenance Data: Include replacement parts list.

1.6QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum ten years experience.

1.7REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70 (National Electrical Code).
- B. Conform to requirements of NFPA 101.
- C. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.
- D. Conform to all local codes.

PART 2 PRODUCTS

2.1LUMINAIRES

- A. Furnish products as specified in schedule on Drawings.
- B. Install ballasts, lamps, and specified accessories at factory.

2.2EMERGENCY LIGHTING UNITS

A. Furnish products as specified in schedule on Drawings.

2.3EXIT SIGNS

A. Furnish products as specified in schedules on drawings.

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2.4BALLASTS

- A. Fluorescent Ballast:
 - 1. Advance.
 - Universal.
 - Velmont.
 - Motorola.
 - 5. Substitutions: Under provisions of Division One General Requirements.
 - 6. Source Quality Control: Certify ballast design and construction by Certified Ballast Manufacturers, Inc.
- B. High Intensity Discharge (HID) Ballast:
 - 1. Advance.
 - 2. Universal.
 - 3. Velmont.
 - 4. Substitutions: Under provisions of Division One General Requirements.

2.5LAMPS

- A. Incandescent Lamp Manufacturers:
 - 1. General Electric.
 - 2. Phillips..
 - 3. Sylvania.
 - 4. Substitutions: Under provisions of Division One- General Requirements.
- B. Fluorescent Lamp Manufacturers:
 - 1. General Electric.
 - 2. Phillips.
 - Sylvania.
 - 4. Substitutions: Under provisions of Division One General Requirements.

2.6 LED LUMINAIRES

- A. LED luminaires shall be equal to the specified LED luminaire by the following criteria:
 - 1. Fixture must be of similar construction and aesthetics.
 - 5. Delivered lumen range: -2% to +8% of lumens listed on light fixture schedule.
 - 6. Luminaire Efficacy: up to -5%
 - 7. Energy consumption: maximum wattage listed on light fixture schedule.
 - 5. Color temperature: +/- 200K of color temperature listed in light fixture schedule.
 - 6. Color rendering index: minimum 80 CRI interior, minimum 70 CRI exterior.
 - 7. Energy consumption: maximum wattage listed on light fixture schedule.
 - 8. Beam Spread: +/- 4%
 - 9. Spacing ratio: +/- 0.1
 - 10. Physical size: must be the same size or smaller.

PART 3 EXECUTION

3.1EXAMINATION

- A. Examine substrate and supporting grids for luminaires.
- B. Examine each luminaire to determine suitability for lamps specified.

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3.2INSTALLATION

- A. Install in accordance with manufacturers instructions.
- B. Install suspended luminaires and exit signs using pendants supported from swivel hangers. Provide pendant length required to suspend luminaire at indicated height.
- C. Support luminaires larger than 2 x 4 foot size independent of ceiling framing.
- D. Locate recessed ceiling luminaires as indicated on reflected ceiling plan.
- E. Install surface mounted luminaires and exit signs plumb and adjust to align with building lines and with each other. Secure to prohibit movement.
- F. Install recessed luminaires to permit removal from below.
- G. Install recessed luminaires using accessories and firestopping materials to meet regulatory requirements for fire rating.
- H. Install clips to secure recessed grid-supported luminaires in place.
- I. Install wall mounted luminaires, emergency lighting units and exit signs at height as indicated on Drawings.
- J. Install accessories furnished with each luminaire.
- K. Connect luminaires, emergency lighting units and exit signs to branch circuit outlets provided under Section 26 05 33.16 using flexible conduit as indicated.
- L. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
- M. Bond products and metal accessories to branch circuit equipment grounding conductor.
- N. Install specified lamps in each luminaire, emergency lighting unit and exit sign.
- O. Occupancy sensor low voltage wiring may only be exposed along joists in high bay areas or above ceiling grid in office areas. Occupancy sensor low voltage wiring running perpendicular to joists in high bay areas shall be in conduit. In non-high bay areas such as shops, tool rooms, parts rooms and storage areas, low voltage wiring shall be installed inside conduit and boxes.

3.3FIELD QUALITY CONTROL

- A. Operate each luminaire after installation and connection. Inspect for proper connection and operation.
- B. Factory trained lighting control technician shall complete lighting control panel system performance tests per 01 91 00, Commissioning and 26 09 43.13, Digital Lighting Controls.

3.4ADJUSTING

A. Adjust Work under provisions of Division One -General Requirements.

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- B. Aim and adjust luminaires as required.
- C. Adjust exit sign directional arrows as indicated.
- D. Relamp luminaires that have failed lamps at Substantial Completion.

3.5CLEANING

- A. Clean Work under provisions of Division One General Requirements.
- B. Clean electrical parts to remove conductive and deleterious materials.
- C. Remove dirt and debris from enclosure.
- D. Clean photometric control surfaces as recommended by manufacturer.
- E. Clean finishes and touch up damage.

3.6DEMONSTRATION

A. Provide systems demonstration.

END OF SECTION

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HINKSTON PARK CLIMBING AREA LIGHTING REPLACEMEN

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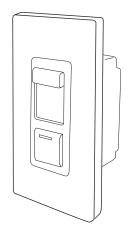


Catalog Number	
Notes	Туре

Wallbox Dimmers

ISD BC

FLUORESCENT FIXTURE SLIDE DIMMER



Shown with optional DSA FP D1 WH screwless wallplate (order separately)

NOTE: Acuity recommends the use of the SPODMRD for LED applications

Example: ISD BC 120/277 WH

FEATURES

INTENDED USE

To provide direct dimming and switching control of fluorescent fixtures equipped with four-wire (0-10 VDC) dimming ballasts.

ATTRIBUTES

Fluid slide movement allows fine adjustment of light level over the entire dimming range. Separate ON/OFF preset switch permits switching the lighting without disturbing the light level setting. An integral LED indicator turns ON when the dimmer is OFF to facilitate location in a dark room. ISD Series controls are compatible with the DSA Series wallplates and other Decora® style devices.

CONSTRUCTION

Strap-mount device is designed to fit standard single- or multi-gang switch boxes.

FINISH

Standard white or ivory finish devices are supplied with a single-gang Decora® style wallplate. Snap-on color change kits are available allowing field color change of the to gray, black, brown, almond, white, or ivory. Color change kits include a matching single-gang Decora style wallplate.

(Decora® is a registered trademark of Leviton®.)

ELECTRICAL

Uses standard single-pole or three-way wiring. No neutral connection is required. Separate low voltage connection to luminaire for 0 to 10-volt control signal.

Dual rated for 120 and 277VAC ballast loads.

For additional switching capacity, use in conjunction with PP20 power control station.

FUNCTIONAL

Integral push ON/push OFF switch allows lighting to be switched ON and OFF at the level currently set by the slider. Ballast controller can be used with standard three-way and four-way switches for applications requiring control from multiple locations.

INSTALLATION

Wall mounts over standard single-gang switch box. Devices can be ganged into multi-gang assemblies by breaking off the scored aluminum tabs.

LISTING

UL Listed. CSA Certified.

WARRANTY

Three-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms and conditions.aspx

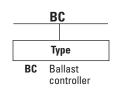
Note: Actual performance may differ as a result of end-user environment and application.

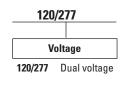
Specifications subject to change without notice.

ORDERING INFORMATION

Choose the boldface catalog nomenclature that best suits your needs and write it on the appropriate line. Order accessories as separate catalog number.









DSA FP D# __

Accessories

Order as separate item.

ISD CCKIT __ Color change kit, specify WH (White), IV (Ivory), GY

(Gray), BR (Brown), BK (Black) or AL (Almond).

Ivory screwless thermoplastic wallplate for ISD or Decora® compatible devices. Specify number of gangs (# =1 to 6) and color [WH (white), IV (ivory), GY (gray), BR

(brown), BK (black) or AL (almond)].

Note: Consult factory for color availability in multi-gang plate configuration.

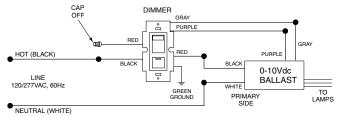
NOTE:

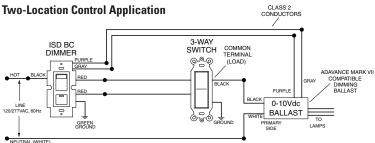
1 ISD dimmers are supplied with standard wallplates. Order optional IV ivory or WH white screwless designer wallplates to match dimmer if desired.

Bid Packet Page 73 of 94

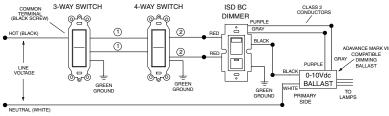
WIRING DIAGRAMS

Single-Location Control Application





Three-Location Control Application



- 1)TRAVELERS BETWEEN SWITCHES "IN" 2)TRAVELERS BETWEEN SWITCHES 'OUT
- NOTES:
- 1 Follow NEC and any local codes for Class 2 conductors.
- 2 Consult factory for complete class 2 installation instructions.

SPECIFICATIONS

ELECTRICAL

- Input: 120/277 VAC @ 50/60Hz (switch only).
- Standard three-way operation (ON/OFF only).
- Maximum Sink current 25mA
- Maximum low voltage control loading fifty (50) ballasts.
- Maximum switch rating: 1200W 120VAC, 1500W 277VAC.
- Use with PP20 power control station for full 16A switching capacity. Operates three PP20 power packs per ballast controller.
- No derating is required for multi-gang mounting.
- Compatible with Advance Mark VII®, OSRAM Sylvania Quicktronic Helios™ or equivilent electronic dimmable
- Compatible ballast control ranges (Subject to change without notice; contact ballast manufacturer for current specs.):

Advance Mark VII, RZT Series 100% to 1% continuous SYLVANIA. Helios 100% to 1% continuous

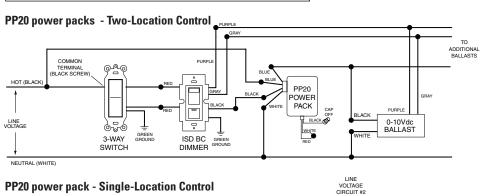
- Compatible with Lutron Hi-Lume or ECO-10 ballasts with the LEQ FDBI interface.
- Consult factory for 347VAC or low voltage only switching requirements.

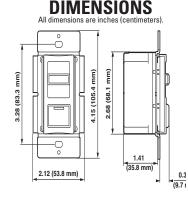
MECHANICAL

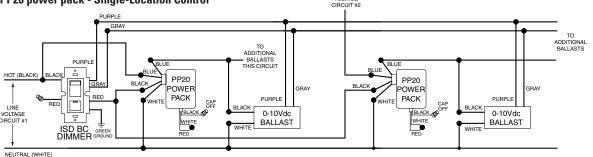
- Captured wrap-around slide mechanism, 20mm total travel.
- Air-gap push ON/OFF preset switch.

ENVIRONMENTAL

Operating range, 0 – 55° C, 20 – 90% relative humidity, non condensing









Catalog Number: Date: Project:

OVERVIEW

Power packs are the heart of the low voltage sensor system. A PP20 Series power pack transforms Class I high voltage (120/277 VAC) to Class 2 15 VDC for powering remote sensors. The PP20 and the SP20 Series slave pack are also capable of switching lighting loads on and off using their internal relays. Class 2 wire leads connect to 18 to 22 AWG low voltage cable running to the sensors, making installation easy and clean. Power packs also have an elongated chase nipple that allows it to be mounted either directly through a ½ inch knockout into a junction box, or inside an adjacent box for meeting specific local code requirements in ceiling plenums.

The most versatile power pack is the PP20, which utilizes a patented relay contact protection and can power up to 14 sensors. Dual-circuit control can be handled by two PP20's, one PP20 2P Series 2-Pole power pack, or a PP20 power pack and a SP20 slave packs.

FEATURES

- Powers Low Voltage Sensors (PP20/PP20 2P only)
- Self-Contained Relay(s) Switch Line Voltage Loads
- Relay Contact Protection
- Plenum Rated

SPECIFICATIONS

Size: (not including chase nipple)

PP20 / SP20: 3.00" H x 2.25" W x 1.88" D

(7.62 cm x 5.72 cm x 4.78 cm) **PP20 2P**: 4.13"H x 3.00"W x 1.88"D (10.49 cm x 7.62 cm x 4.78 cm)

Weight: 6 oz

Mounting: 1/2" knockout

Color: Black

Operating Voltage: 120, 240, 277 Relay Current Reqs: 40 mA Switching Load: 20Amps/ Pole

Output Voltage/Current: 15 VDC, 150 mA (PP20/PP20 2P only)

Motor Load: 1 HP

ROHS Compliant, Title 24 System Component

Warranty

Three-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms and conditions.aspx

Note: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.



Sensor Switch

PP20 PP20 2P SP20 Power Pack





ORDERING INFORMATION

PP20			Example: PP20 2P LT
Series	# of Poles	Voltage	Temperature/Humidity
PP20 Power/ Relay Pack SP20 Secondary Relay Pack	[blank] 1 2P 2 ¹	[blank] 120/277 VAC	[blank] Standard LT Low Temp/High Humidity

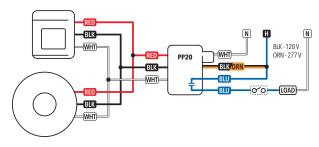
Note:

1. Not available for SP20.

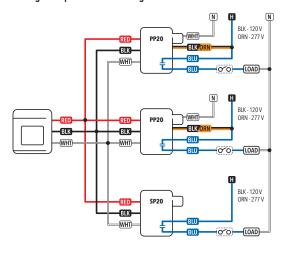
WIRING (DO NOT WIRE HOT)

Note: The Power Pack must be connected to a single phase Hot and Neutral System. For 120 VAC, connect teh Black wire to Hot, White wire to Neutral, and Cap off the Orange/ Red wire. For 240-277 VAC, connect the Orange to Hot, White to Neutral, and Cap off the Black Wire. Never connect both the Black and Orange wires! Low Voltage wire can be 18 to 22 AWG; shielding is not necessary. Class II terminal block on PP20 2P only accepts one conductor, 18 AWG stranded or smaller, per terminal. The relays on PP20 2P are isolated allowing for connection of 120 VAC on one relay, and 277 VAC on the other.

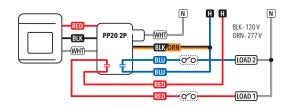
Multiple Sensors Controlling One Circuit



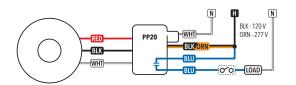
Wiring Multiple Power Packs Together



One Sensor Controlling Two Circuits



One Sensor Controlling One Circuit



POWERING CAPACITY

A power pack's transformers can supply up to 150 mA of power. Each relay requires 40 mA during the on state. Low voltage remote sensors typically require 3 mA when detecting occupants, and 0.15 mA when in standby. Therefore, each transformer can handle up to 3 relays (including the relay(s) inside the power pack). For example, one PP20 can power its relay (40 mA) and 110 mA of external devices. Because of the ultra low current design of the sensors, up to 14 or more sensors can be connected to a single power pack! If multiple power packs are used together, an additional 110 mA is available.

Note:

Only three relays may be controlled with one Power Pack. If more than three circuits are required, multiple power packs must be used. The R option adds an isolated low voltage relay to a sensor. Only one sensor with this option is typically needed in a room.

	Sensors	Sensors w/ R option
1 PP20	14	8
1 PP20 2P	7	6
1 PP20 w/SP20	7	6
1 PP20 2P w/SP20	5	5
2 PP20	28	16
2 PP20 2P	14	12



FEATURES & SPECIFICATIONS

INTENDED USE — The Lithonia Lighting JCBL LED Highbay is the affordable LED solution for users who prefer a luminaire with the look and feel of a round form factor. The JCBL is highly configurable and delivers comfortable and uniform lighting from mounting heights up to 30ft. Gymnasiums, warehouses, packaging facilities and other industrial applications all benefit from JCBL's highly efficient design that saves up to 57+% over traditional sources. **Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate**. <u>Click here for Acrylic-Polycarbonate Compatibility table for suitable uses</u>.

CONSTRUCTION — JCBL features an aluminum heat sink to maximize heat dissipation and extend the life of the luminaire by maximizing contact with the LEDs. A glass optical enclosure (IP65 rated) protects the LEDs from dust and other air contaminants. Reflector options including aluminum, prismatic acrylic and polycarbonate ship together and easily mount to the heatsink for quick installation.

OPTICS — Reflector and lens options provide maximum versatility and uniformity including up to 8% uplight with reflectors alone. Conical, flat or acrylic drop lenses offerenhanced aesthetics, minimize glare at lower mounting heights and maximize uplight (13%) when paired with acrylic reflectors.

ELECTRICAL — Utilizes 90°C case temperature for maximum life at high temperatures. Less than 20% THD and PF >90. Standard 6kV/3kA(120-347v), 10kV/5kA(347-480v) surge protection, tested in accordance to IEEE/ANSI standards. Input voltages include 120-277, 347-480 without the use of a step down transformer. Lumen maintenance L91 at 60,000 hours. 0-10V dimming standard for a dimming range of 100% to 10% dimming source current is 150 microA.

WIRELESS NETWORKING — XPoint™ Wireless technology creates a mesh network to ensure communication between fixtures, sensors and wall stations facility-wide. This option provides superior lighting management capabilities including granular control, configuration and custom grouping for increased energy savings.

 $\textbf{INSTALLATION} \\ -- \text{Mounting options include steel hook} \& \text{cord or } 3/4\text{"NPT threaded hub to accommodate stem or cast hook options.}$

LISTINGS — UL1598/C SA C22.2 250, Buy American Act, Damp location listed. Suitable for use in ambient temperatures from -40° C up to 55° C.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

 $\textbf{Note:} \ \textbf{Actual performance may differ as a result of end-user environment and application}.$

All values are design or typical values, measured under laboratory conditions at 25 $^{\circ}$ C. Specifications subject to change without notice.

Catalog
Number

Notes

Type

LED Damp Rated High Bay





9000, 12000, 15000, 18000, 24000, or 30000 lumens











This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® or XPoint™ Wireless control networks marked by a shaded background*

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

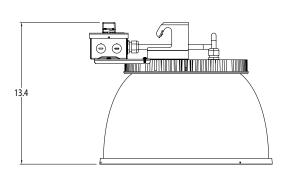
DIMENSIONS

All dimensions are in inches (centimeters) unless otherwise indicated. Dimensions may vary with options or accessories.

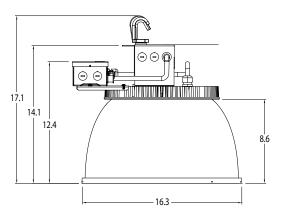
Typical weight:

A cartoned luminaire weighs 22 lbs.; unboxed it weighs 20 lbs.

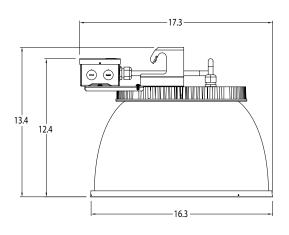
9000LM, 12000LM, 15000LM, 18000LM, 24000LM PACKAGES



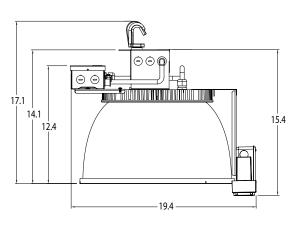
HOOK MOUNT W/ X-POINT



PENDANT MOUNT
*shown with optional cast hook

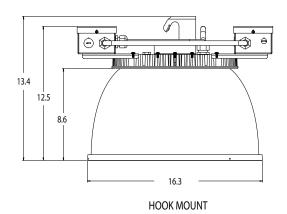


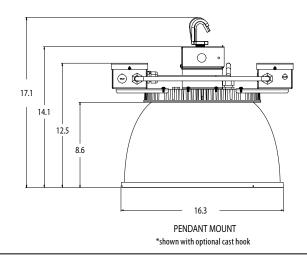
HOOK MOUNT

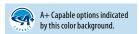


PENDANT MOUNT W/ MOTION SENSOR
*shown with optional cast hook

30000LM PACKAGE







ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: JCBL 24000LM SALR MVOLT GZ10 40K 70CRI SC6

JCBL					GZ10		
Series	Lumens	Reflector ¹	Lens ^{1,2}	Voltage	Driver	Color temperature	Color rendering index
JCBL	9000LM 9,000 lumens 12000LM 12,000 lumens 15000LM 15,000 lumens 18000LM 18,000 lumens 24000LM 24,000 lumens 30000LM 30,000 lumens	DALR Diffuse aluminum DALRN Diffuse aluminum narrow SALR Specular aluminum ACFR Frosted acrylic ACFRN Frosted acrylic narrow ACCR Clear acrylic ACCRN Clear acrylic narrow PLCR Clear polycarbonate PLCRN Clear polycarbonate narrow	(blank) Open bottom For use with aluminum reflectors ALDRP Drop prismatic ALCON Conical ALFGL Flat prismatic For use with acrylic and polycarbonate reflectors ACRDRP Drop prismatic ACRCON Conical ACRFGL Flat prismatic	MVOLT 120-277V HVOLT 347-480V 120 120V 208 208V 240 240V 277 277V 347 347V 480 480V	GZ10 0-10V dimming	30K 3000 K 35K 3500 K 40K 4000 K 50K 5000 K	70CRI 70 CRI 80CRI 80 CRI 90CRI 90 CRI

Mounting Conf	figurations	Options					
SC6 Steel h SC6P 6' cord steel h twist le (not av battery SC6PN Steel h	nt mount nook & 6' cord ³ I with male nook and NEMA ock plug vailable with y packs) ^{4,5,6} nook with ight blade it ^{4,6}	C6 CGPN HC6 HC6P HC6PP HC6P20 CS6G16STOW5D HOCS OCS SF DF	6' cord 6' cord with straight blade plug (not available with battery packs) 4.6 6' cord with male cast hook, no plug (only available with pendant mount) 6' cord with male cast hook and NEMA twist lock plug (not available with battery packs) 4.5 6' cord with male cast hook and straight blade cord (not available with battery packs) 4.5.6 6' cord with male cast hook and 20 amp plug (not available with battery packs) 4.6' white cord, 16.75, no plug, wet location, includes low voltage dimming wires Hook, 5' RELOC® OCS4 (only available with pendant mount) 5' RELOC® OCS4 Single fusing available with 120, 277 or 347 volts only4 Double fusing available with 208, 240, or 480 volts only4	PS750DL PS750DL T20C HKM WG FWG LCOZU LCHOSZU LCPZU LAOZU LAHOSZU LAPZU	Emergency battery back-up, approximately 800 lumens, non-CEC compliant, (not available with 347V, 480V or HVOLT) 4.7 Emergency battery back-up, approximately 800 lumens, CEC compliant (not available with 347V, 480V or HVOLT) 4.7 Hook, male , factory installed ⁸ Wire guard for open bottom reflectors (ships separately) Full wire guard (ships separately) ^{8,9} Aisle motion sensor, pre-wired ^{4,10} Aisle motion sensor, pre-wired; programmable dimming ^{4,10} Aisle motion sensor with photocell; pre wired ^{4,10} 360° motion sensor, pre-wired; programmable dimming ^{4,10} 360° motion sensor with photocell, pre-wired ^{4,10}	NPP16D NPP16DER MS16XADL DSCXADL MS110XADL DSCXADL XAD XAD924	nLight® switching/dimming module ^{4,11} nLight® switching/dimming module with emergency relay ^{4,11,12} 360° XPoint™ wireless motion sensor with photocell ^{4,12,13} 60° XPoint™ wireless motion sensor with photocell ^{4,12,13} Integral factory installed XPoint™ wireless 0-10V dimming relay ^{4,12,13} Integral factory installed XPoint™ wireless, 0-10V dimming with Emergency relay ^{4,12,13}

Accessories: 0	rder as separate catalog number.				
JCBLHKM JCBLHKF JCBLPH XXX JCBLSC120	Hook, male Hook, female Power hook ⁴ Safety cable 120"	JCBLSC240 JCBLSPM12 JCBLSPM24	Safety cable 240" Swivel stem kit, 12", silver finish Swivel stem kit, 24", silver finish	JCBLSPM36 WGJCBL FWGJCBL	Swivel stem kit, 36", silver finish Wire guard for use with open bottom reflectors Full wire guard ^{8,9}

Notes

- 1 To order separately add U to the end of the nomenclature. EX: DALR U
- 2 For use in ambient temperatures up to 40° C.
- $3\quad \text{Not available with FWG. When ordering 30,000 with SF, not available with SF or DF option.}$
- 4 Must specify voltage.
- 5 120-277V utilizes a 15-amp plug, 347-480 utilizes a 20-amp plug (standard).
- 6 Not available with 480V.

- 7 Not available with 30,000LM.
- 8 Must have PM option.
- 9 See page 5 for more information.10 Not available with XAD or XAD924.
- 11 Available with 120 247V only
- 11 Available with 120-347V only.12 Not available with 30,000LM at 347V or 480V.
- $\,$ 13 $\,$ Utilize step down transformer when ordered with 347 or 480V.



OPERATIONAL DATA

Lumen package	Input Watts	Ambient rating	Open Reflector	Delivered lumens 3000K CCT, 70CRI	Delivered lumens 3500K CCT, 70CRI	Delivered lumens 4000K CCT, 70CRI	Delivered lumens 5000K CCT, 70CRI	Delivered lumens 3000K CCT, 80CRI	Delivered lumens 3500K CCT, 80CRI	Delivered lumens 4000K CCT, 80CRI	Delivered lumens 5000K CCT, 80CRI	Delivered lumens 3000K CCT, 90CRI	Delivered lumens 3500K CCT, 90CRI	Delivered lumens 4000K CCT, 90CRI	Delivered lumens 5000K CCT, 90CRI	Comparable light source
			DALR	25277	25933	26708	26708	23847	24562	25039	25516	19554	20270	20985	20985	
			DALRN	24084	24766	25448	25448	22721	23403	23857	24312	18631	19313	19995	19995	
			SALR	25512	26234	26957	26957	24068	24790	25272	25753	19736	20458	21180	21180	
			ACFR	27763	28549	29334	29334	26192	26977	27501	28025	21477	22263	23049	23049	
30000LM	236	(-40°F-40°C) 122°F (50°c)	ACFRN	27483	28261	29038	29038	25927	26705	27224	27742	21260	22038	22816	22816	8-lamp T5HO, 400W HID
		122 1 (30 4)	ACCR	27853	28642	29430	29430	26277	27065	27591	28116	21547	22335	23124	23124	1001111111
			ACCRN	26928	27691	28453	28453	25404	26166	26674	27183	20831	21594	22356	22356	
			PLCR	25509	26231	26953	26953	24065	24787	25269	25750	19734	20456	21178	21178	
			PLCRN	24684	25383	26081	26081	23287	23985	24451	24917	19095	19794	20492	20492	
			DALR	20468	21047	21626	21262	19309	19888	20275	20661	15833	16413	16992	16992	
			DALRN	19502	20053	20605	20605	18398	18950	19318	19686	15086	15638	16190	16190	
			SALR	20658	21243	21827	21827	19489	20073	20463	20853	15981	16565	17150	17150	
		(-40°F-40°C)	ACFR	22480	23116	23753	23753	21208	21844	22268	22692	17390	18027	18663	18663	6-lamp T5HO,
24000LM	188	122°F (50°c)	ACFRN	22253	22883	23513	23513	20994	21264	22043	22463	17215	17845	18474	18474	8-lamp T8,
			ACCR	22553	23192	23830	23830	21277	21915	22341	22766	17447	18065	18724	18724	400W HID
			ACCRN	21804	22422	23039	23039	20570	21187	21599	22010	16868	17485	18102	18102	
			PLCR	20655	21240	21825	21825	19486	20071	20461	20850	15979	16563	17148	17148	
			PLCRN	19987	20553	21118	21118	18856	19421	19798	20176	15462	16027	16593	16593	
			DALR	15606	16048	16490	16490	14723	15165	15459	15753	12073	12514	12956	12956	
			DALRN	14870	15290	15711	15711	14028	14449	14729	15010	11503	11924	12345	12345	3077 4230 4-lamp T5H0, 4086 6-lamp T8, 4276 3802 3075
			SALR	15751	16197	16643	166453	14860	15306	15603	15900	12185	12631	13077	13077	
	000LM 140 (-40°F-40°C) 135°F (55°c)	(-40°F-40°C)	ACFR	17141	17626	18111	18111	16171	16656	16979	17303	13260	13745	14230	14230	
18000LM			ACFRN	16968	17448	17928	17928	16007	16488	16808	17128	13126	13606	14086	14086	
			ACCR	17197	17683	18170	18170	16223	16710	17034	17359	13303	13790	14276		
			ACCRN	16626	17096	17567	17567	15684	16155	16469	16782	12861	13332	13802		
			PLCR	15749	16195	16641	16641	14858	15304	15601	15898	12184	12629	13075		
			PLCRN	15240	15671	16102	16102	14377	14808	15096	15384	11789	12221	12652	12652	
			DALR	13296	13672	14048	14048	12543	12919	13170	13421	10285	10662	11038	11038	
			DALRN SALR	12668 13419	13027 13799	13385 14179	13385 14179	11951	12310	12549 13293	12788 13546	9800 10381	10158 10761	10517	10517	
			ACFR	14603	15016			12660 13777	13040 14190	14465	14741	11297	11710	11141	11141 12123	
15000LM	117	(-40°F-40°C)	ACFRN	14456	14865	15430 15274	15430 15274	13638	14190	14319	14592	11183	11592	12123 12001	12123	4-lamp T5HO,
IJUUULINI	117	135°F (55°c)	ACCR	14651	15065	15480	15480	13821	14236	14513	14789	11334	11748	12163	12163	6-lamp T8
			ACCRN	14164	14565	14966	14966	13362	13763	14031	14298	10957	11358	11759	11759	
			PLCR	13418	13798	14177	14900	12658	13038	13291	13544	10337	10760	11139	11139	
			PLCRN	12984	13351	13719	13719	12038	12616	12861	13106	10044	10/10	10779	10779	
			DALR	10221	10510	10799	10799	9642	9932	10124	10317	7907	8196	8485	8485	
			DALRN	9738	10014	10290	10290	9187	9463	9647	9830	7534	7809	8085	8085	
			SALR	10316	10608	10900	10900	9732	10024	10219	10413	7980	8272	8564	8564	
			ACFR	11226	11544	11861	11861	10591	10908	11120	11332	8684	9002	9320	9320	
12000LM	90	(-40°F-40°C)	ACFRN	11113	11427	11742	11742	10484	10798	11008	11217	8597	8911	9226	9226	4-lamp T8,
		135°F (55°c)	ACCR	11263	11581	11900	11900	10625	10944	11156	11369	8713	9031	9350	9350	250W HID
			ACCRN	10889	11197	11505	11505	10272	10580	10786	10991	8423	8731	9040	9040	
			PLCR	10315	10607	10899	10899	9731	10023	10217	10412	7979	8271	8563	8563	
			PLCRN	9981	10263	10546	10546	9416	9698	9887	10075	7721	8004	8286	8286	
			DALR	8007	8233	8460	8460	7553	7780	7931	8082	6194	6420	6647	6647	
			DALRN	7629	7845	8061	8061	7197	7413	7557	7701	5901	6117	6333	6333	
			SALR	8081	8310	8539	8539	7624	7852	8005	8157	6251	6480	6709	6709	
			ACFR	8794	9043	9292	9292	8296	8545	8711	8877	6803	7052	7301	7301	
9000LM	67	(-40°F-40°C) 135°F (55°c)	ACFRN	8705	8952	9198	9198	8212	8459	8623	8787	6734	6981	7227	7227	
		() ככן ז ככו	ACCR	8823	9072	9322	9322	8323	8573	8739	8906	6825	7075	7324	7324	
		ACCRN 8530 8771 9012 9012	8047	8288	8449	8610	6598	6840	7081	7081]					
			PLCR	8080	8309	8538	8538	7623	7851	8004	8156	6251	6479	6708	6708	
			PLCRN	7819	8040	8261	8261	7376	7597	7745	7892	6048	6270	6491	6491	

OPERATIONAL DATA.(continued)

Ulight Percentages										
Reflector option	Flat Lens	Conical Lens	Drop Lens	L/Lens						
ACFR	13.23%	12.23%	12.62%	8.08%						
ACFRN	17.05%	16.05%	16.42%	12.18						
ACCR	6.90%	5.33%	7.10%	2.40%						
ACCRN	6.18%	4.43%	5.93%	1.47%						
PLCR	5.91%	4.45%	6.22%	1.83%						
PLCRN	5.32%	3.80%	5.30%	1.06						
SALR	0.00%	0.00%	0.00%	0.00%						
DALR	0.00%	0.00%	0.00%	0.00%						
DALRN	0.00%	0.00%	0.00%	0.00%						

PROJECTED LUMEN MAINTENANCE

Operating hours	0	25,000	35,000	50,000	60,000	75,000	100,000
Lumen maintenance factor	1	0.93	0.93	0.92	0.91	0.9	0.89

JCBL LAT FACTORS

Avg. Ambient Temperature	25 ℃	30℃	35°C	40°C	45°C	50°C	55℃
Lumen Output Factor	1	0.99	0.98	0.97	0.96	0.95	0.93

REFLECTORS AND LENSES



Aluminum reflector
Available specular (SALR) or diffuse (DALR)



Acrylic frosted reflector (ACFR)



Clear acrylic (ACCR) or polycarbonate reflector (PLCR)



Acrylic drop lens (ACRDRP)



Flat prismatic lens (ALFGL)



Conical lens (ALCON)

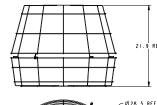
OPTIONS AND ACCESSORIES

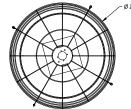


Full Wire Guard (FWG)

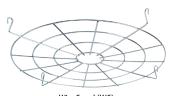


Full Wire Guard (FWG)





Full Wire Guard (FWG)
All dimensions are in inches.



Wire Guard (WG)



Safety Cable (JCBLSC120 or JCBLSC240)



Cast Hook Female (JCBLHKF)



Cast Hook Male (JCBLHKM)

SELECTIONS BELOW WILL EXTEND ORDER LEAD TIME. CONSULT YOUR SALES REPRESENTATIVE FOR DETAILS.

SINGLE RELAY

ORDERING INFORMATION Example: LAHOSZU

Series	Lens option	Dimming/Photocell	Max. dim level	Min. dim level	Temp/Humidity	Default occupancy time delay
L LSXR passive infrared indoor occupancy sensor	A High mount, 360° B Low mount, 360° C High mount aisleway	O None¹ H High/low occupancy operation P Switching photocell (on/off)¹ M Dimming and switching photocell G Dimming and switching photocell with high/low occupancy operation	0 10 VDC 9 9 VDC 8 8 VDC 7 7 VDC	S Minimum dim level of ballast 1 1 VDC 2 2 VDC 3 3 VDC 4 4 VDC 5 5 VDC 6 6 VDC	Z None T Low temperature ²	I 30 sec D 2.5 min X 5.0 min R 7.5 min U 10.0 min (with minimum 15 minute on time) V 15.0 min W 20.0 min Y 30.0 min

Notes

- 1 Max and min dim levels not applicable with this option.
- 2 Ambient temperature rating of -4°F (-20°C) to 131°F (55°C).

DUAL RELAY (Available with 120, 277, and 347V only)

ORDERING INFORMATION Example: LA2KZU

Series	Lens option	Poles	Operating mode	Temp/Humidity	Default occupancy time delay
L LSXR passive infrared indoor occupancy sensor	A High mount, 360° B Low mount, 360° C High mount aisleway	2 Dual relay	J None K Alternating off relays (promotes even lamp wear) O Alternating off relays w/photocell P Switching photocell(on/off) E Photocell on/off (pole 1 only) F Photocell on/off - both poles (dual set-point)	Z None T Low temperature ¹	30 sec

Example: LENS 50 J100

Replacement lenses: Order as separate catalog number.									
<u>Series</u> LENS	Lens 6 10 50	<u>stype</u> High mount 360° Low mount 360° High mount aisleway	<u>Package</u> [blank] J10 J100	quantity Single Lens 10-pack 100-pack					

lotes

1~ Ambient temperature rating of -4°F (-20°C) to 131°F (55°C).

JCBL LED Damp Rated High Bay

Stock Configurations (Hook-and-Cord)

Distributor Pack includes housing and reflector.

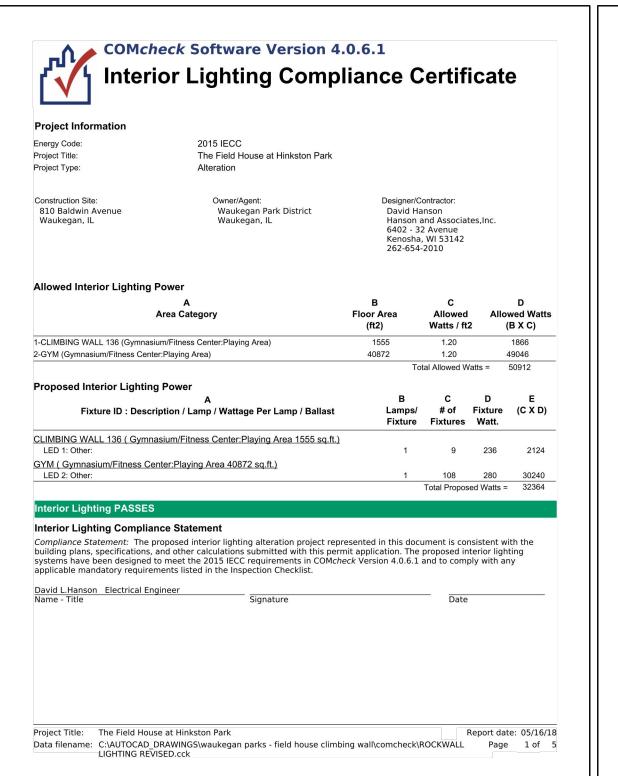
	Ci Code	Stock Description	UPC	Long Description
	*241LL2	JCBL 12L DALR MV 40K SC6	00190887368697	12,000 lumen JCBL LED high bay - diffused aluminum reflector, MVOLT, 4000K CCT, 70 CRI
E	241LL4	JCBL 12L DALR MV 50K SC6	00190887368727	12,000 lumen JCBL LED high bay - diffused aluminum reflector, MVOLT, 5000K CCT, 70 CRI
Alumi ectors	*241LLN	JCBL 18L DALR MV 40K SC6	00190887368871	18,000 lumen JCBL LED high bay - diffused aluminum reflector, MVOLT, 4000K CCT, 70 CRI
sed	*241LLT	JCBL 18L DALR MV 50K SC6	00190887368888	18,000 lumen JCBL LED high bay - diffused aluminum reflector, MVOLT, 5000K CCT, 70 CRI
Diffu	*241LLU	JCBL 24L DALR MV 40K SC6	00190887368901	24,000 lumen JCBL LED high bay - diffused aluminum reflector, MVOLT, 4000K CCT, 70 CRI
	*241LLV	JCBL 24L DALR MV 50K SC6	00190887368918	24,000 lumen JCBL LED high bay - diffused aluminum reflector, MVOLT, 5000K CCT, 70 CRI

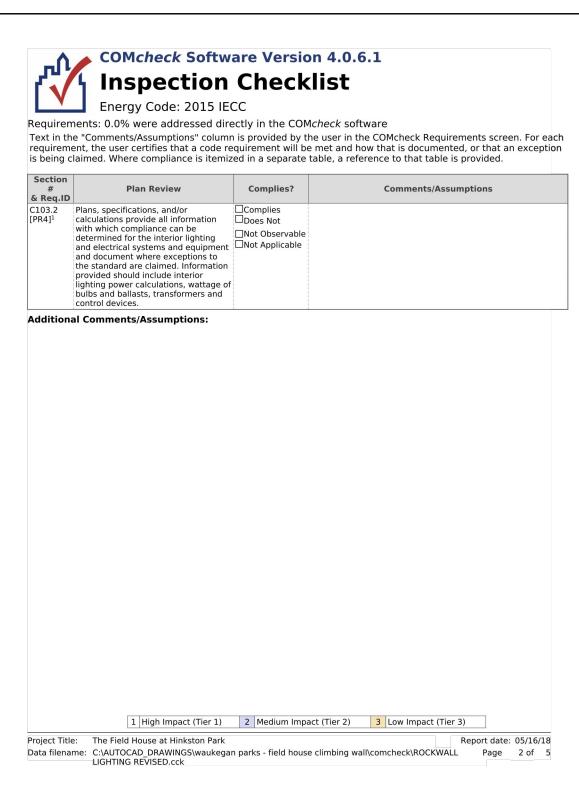
Sic	*241LLX	JCBL 12L ACFR MV 40K SC6	00190887368925	12,000 lumen JCBL LED high bay - frosted acrylic reflector, MVOLT, 4000K CCT, 70 CRI
flecto	*241LLY	JCBL 12L ACFR MV 50K SC6	00190887368949	12,000 lumen JCBL LED high bay - frosted acrylic reflector, MVOLT, 5000K CCT, 70 CRI
ic Re	*241LM0	JCBL 18L ACFR MV 40K SC6	00190887368932	18,000 lumen JCBL LED high bay - frosted acrylic reflector, MVOLT, 4000K CCT, 70 CRI
Acryl	*241LM2	JCBL 18L ACFR MV 50K SC6	00190887368963	18,000 lumen JCBL LED high bay - frosted acrylic reflector, MVOLT, 5000K CCT, 70 CRI
sted	*241LM3	JCBL 24L ACFR MV 40K SC6	00190887369007	24,000 lumen JCBL LED high bay - frosted acrylic reflector, MVOLT, 4000K CCT, 70 CRI
포	*241LTK	JCBL 24L ACFR MV 50K SC6	00190887370492	24,000 lumen JCBL LED high bay - frosted acrylic reflector, MVOLT, 5000K CCT, 70 CRI

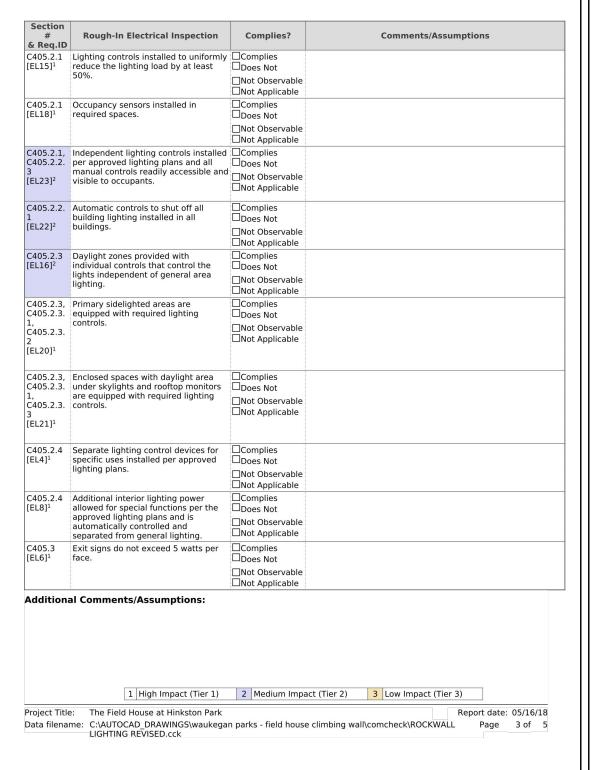


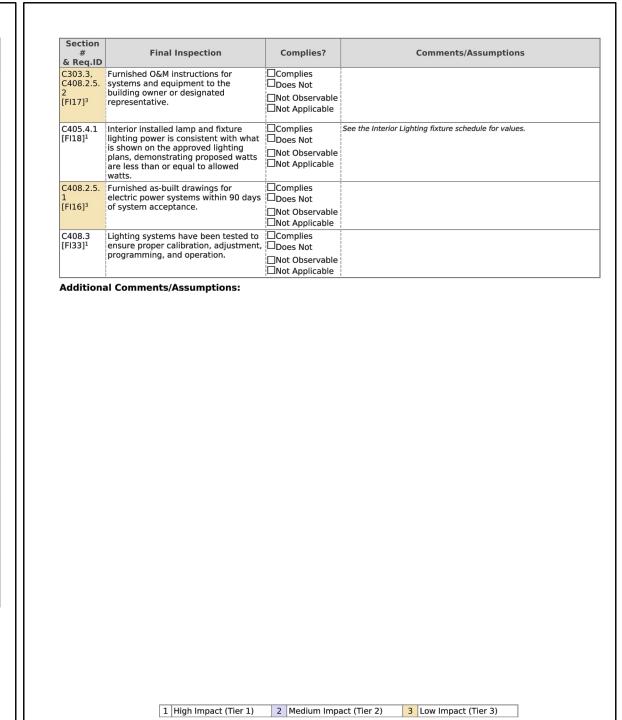
See www.lithonia.com.

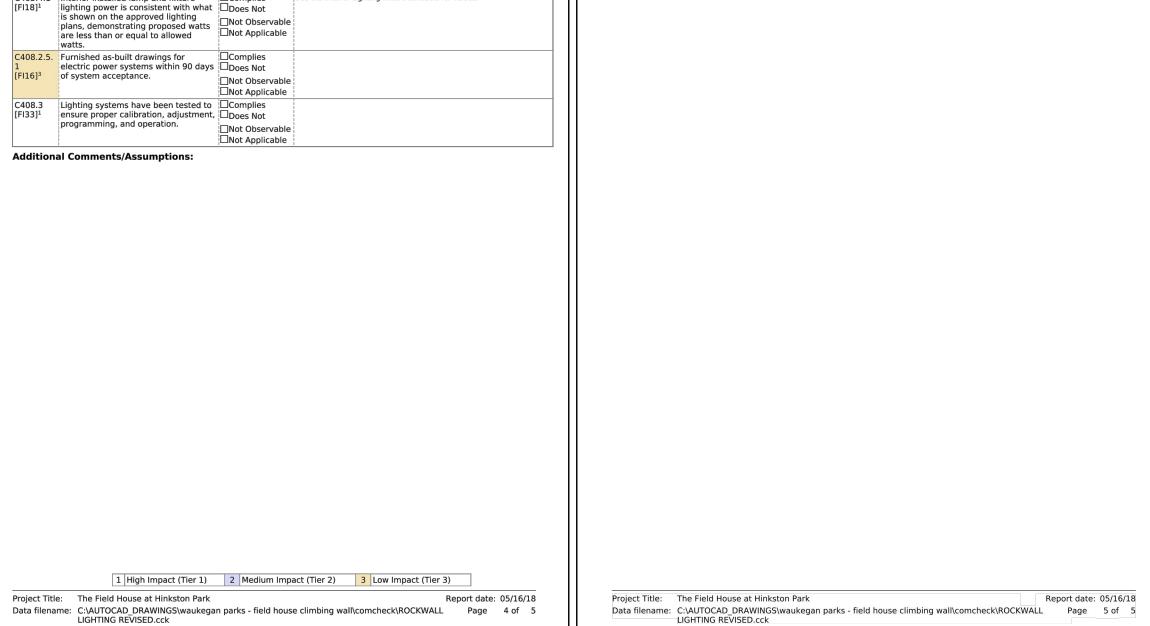


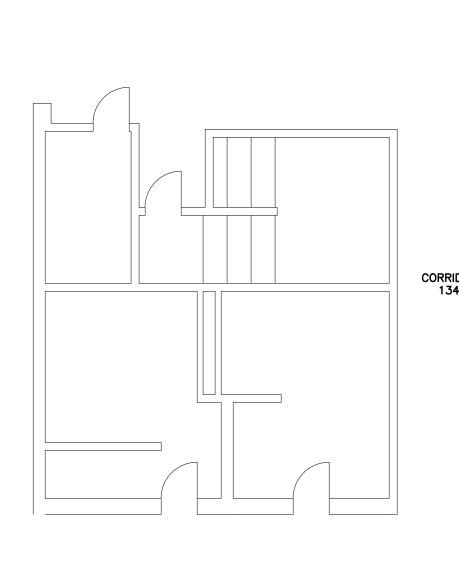


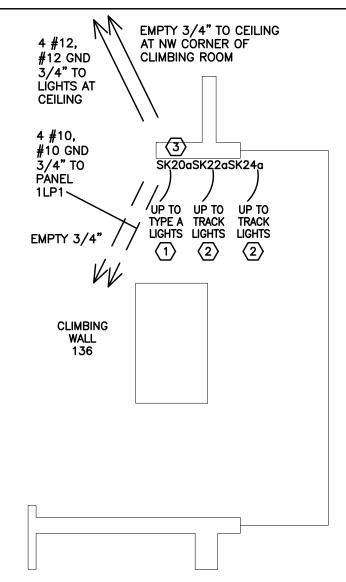






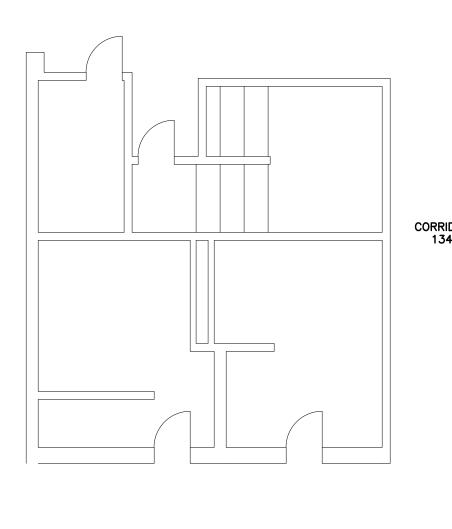


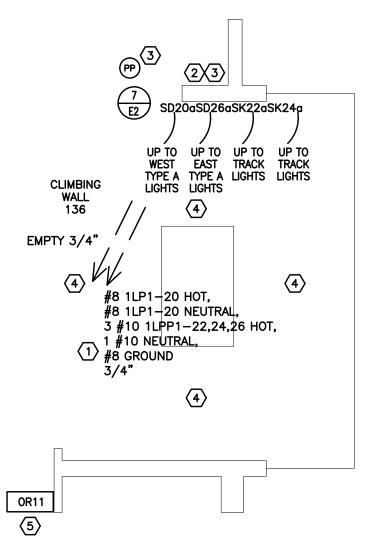






- REMOVE EXISTING KEYED LIGHT SWITCH FOR GENERAL CLIMBING ROOM LIGHTS. PROPERLY DISPOSE OF LIGHTS AND LAMPS OFF PROPERTY.
- 2
 angle reuse existing keyed light switches for climbing wall track lights. EXISTING THREE GANG SWITCH BOX HAS A 3/4" CONDUIT ENTERING THE BOTTOM FROM PANEL 1LP1, AN EMPTY 3/4" WHICH IS ASSUMED TO GO TO PANEL 1LP1 (FIELD VERIFY), A 3/4" GOING UP TO THE CEILING WITH LIGHTING CIRCUITS, AND A 3/4" WHICH GOES UP TO THE CEILING OR THE SPACE ABOVE THE FIRST FLOOR CEILING GRID (FIELD VERIFY).





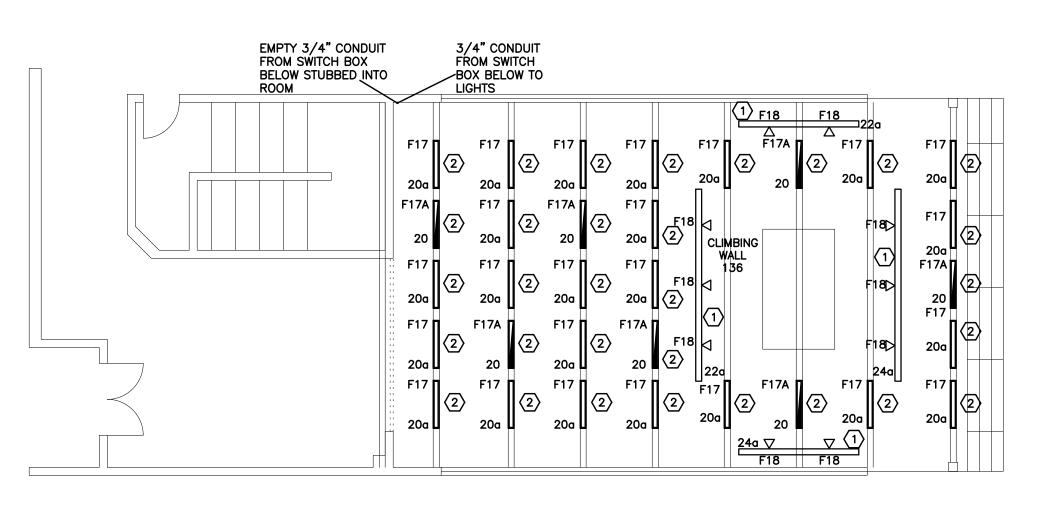


DETAIL 3 NOTES

- 1 CHANGE EXISTING CIRCUIT 1LP1-20 #10 AWG CONDUCTORS TO #8 AWG (HOT, NEUTRAL, GND) FOR WEST CLIMBING WALL TYPE A LIGHTS. ADD NEW CIRCUIT 1LP1-26 CIRCUIT (#10 AWG) FOR WEST CLIMBING WALL LIGHTS. EXISTING CLIMBING WALL TRACK LIGHTING 120V HOT CONDUCTORS SHALL REMAIN AS #10
- 2 PROVIDE WIREMOLD DEEP THREE GANG V5748-3 BOX WITH WIREMOLD FLUSH TYPE EXTENSION ADAPTER OVER THE THREE GANG RECESSED BOX. PROVIDE ADDITIONAL WIREMOLD DEEP SINGLE GANG V5748 BOX TO THE RIGHT OF THE THREE GANG BOX CONNECTED WITH V700 RACEWAY. RELOCATE EXISTING KEYED SWITCHES TO RIGHT SIDE OF THREE WAY BOX AND SEPARATE SINGLE GANG BOX. PROVIDE NEW STAINLESS STEEL SWITCH COVER PLATES TO MATCH EXISTING. PAINT BOXES A DARKER COLOR TO MATCH WALL. VERIFY COLOR WITH OWNER. A FOUR GANG BOX AND EXTENSION ADAPTER IS AVAILABLE AND MAY BE USED INSTEAD OF A THREE GANG AND SINGLE GANG BOX, BUT MAY HAVE A LONG LEAD TIME.
- 3 PROVIDE SYNERGY ISD-BC-120/277-WH 0-10VDC DIMMERS TO CONTROL NEW TYPE A LIGHTS. WEST TYPE A LIGHTS ON CIRCUIT 1LP1-20 SHALL HAVE A SENSOR SWITCH PP20 RELAY POWER PACK (DIMMER ON/OFF SWITCH ONLY RATED FOR 1200W) WITH 16 AMP RELAY CONTACT INSTALLED ABOVE LOBBY CEILING GRID TO SWITCH LIGHTING LOAD. VERIFY BEST LOCATION. SEE DETAIL 7 ON SHEET E2. EAST TYPE A LIGHTS DO NOT REQUIRE THE POWER PACK AS THE LOAD IS LESS THAN 1200W. RUN POWER CONDUCTORS UP TO LIGHTS USING EXISTING 3/4" LIGHTING CIRCUIT CONDUIT. RUN 0-10VDC CONTROL CABLES (#18 SHIELDED PAIR WITH 300V INSULATION, UP TO CEILING AREA IN EXISTING EMPTY 3/4" CONDUIT). AT CEILING AREA. CONTINUE SHIELDED PAIR TWO CONDUCTOR #18 CABLE (AS RECOMMENDED BY THE LIGHTING MANUFACTURER) EXPOSED AT CEILING AND RUN NEATLY IN A WORKMAN LIKE MANNER TO LIGHTS. NEATLY FASTEN LOW VOLTAGE CABLE TO LIGHTING POWER CONDUITS AND STRUCTURE AS REQUIRED.

FLOOR AROUND CLIMBING WALL IS A THICK PADDED RUBBER FLOOR. PROVIDE PLYWOOD ON PADDED RUBBER FLOOR TO STABILIZE LIFT AS REQUIRED.

(5) SURFACE MOUNT OVERRIDE SWITCH ON BLOCK WALL. PAINT BOX AND SURFACE RACEWAY TO MATCH WALL. VERIFY COLOR WITH OWNER. RUN LOW VOLTAGE CABLE IN WIREMOLD IVORY SURFACE RACEWAY TO AREA ABOVE CEILING GRID, DOWN HALL ABOVE CEILING GRID AND ENTER PANEL LCP1 IN ELECTRICAL ROOM IN 1/2" EMT CONDUIT FROM SPACE ABOVE HALL CEILING GRID.

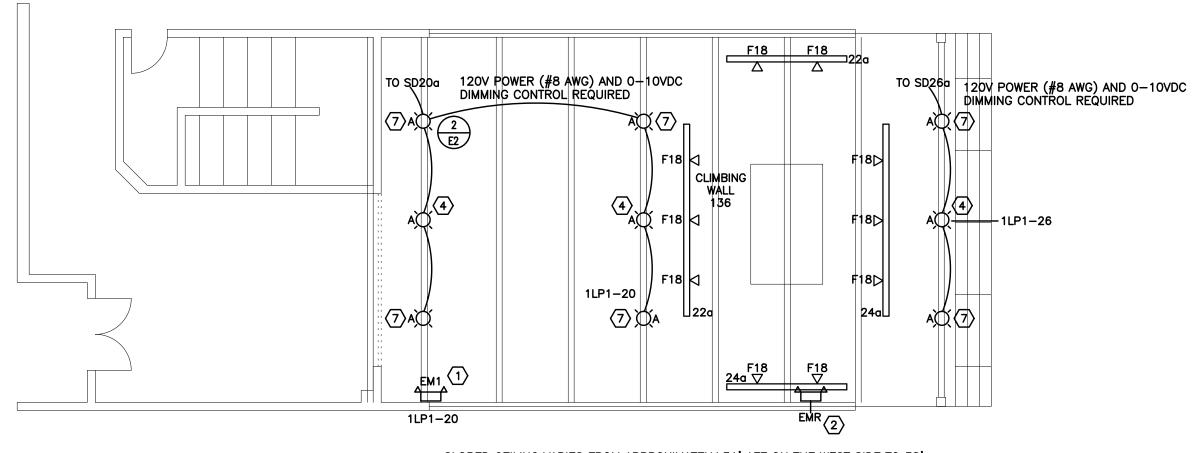


SLOPED CEILING VARIES FROM APPROXIMATELY 31' AFF ON THE WEST SIDE TO 38' AFF ON THE EAST SIDE OF THE CLIMBING WALL ROOM

EXISTING SECOND FLOOR CLIMBING WALL ROOM LIGHTING PLAN

DETAIL 2 NOTES

- (1) EXISTING CLIMBING WALL TRACK LIGHTS TO REMAIN. REMOVE EXISTING INDIRECT ONE LAMP F54THO LIGHT FIXTURES. REMOVE CANOPY COVERS AT BOXES, PROVIDE BLANK COVERS ON BOXES NO LONGER USED. PAINT COVERS TO MATCH CEILING COLOR. EXISTING CONDUIT AND BOXES TO REMAIN.
- GENERAL NOTE: EXISTING CLIMBING ROOM LIGHTS ARE ON CIRCUITS 1LP1-20,22, AND 24. SEE DETAIL 1 ON SHEET E2 FOR PANEL 1LP1 LOCATION.



SLOPED CEILING VARIES FROM APPROXIMATELY 31' AFF ON THE WEST SIDE TO 38' AFF ON THE EAST SIDE OF THE CLIMBING WALL ROOM

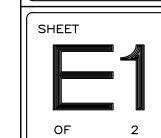
NEW SECOND FLOOR CLIMBING WALL ROOM LIGHTING PLAN

DETAIL 4 NOTES

- (1) EMERGENCY LIGHT EM1 TO BE CENTERED AT 11'9" ABOVE FLOOR. LIGHTS CAN BE WIRED FROM SPACE ABOVE CEILING GRID TO THE SOUTH. CONNECT TO UNSWITCHED GENERAL LIGHTING CIRCUIT 1LP1-20. NEW CONDUIT AND CONDUCTORS WILL NEED TO BE RUN ABOVE THE HALL CEILING GRID TO PANEL 1LP1 IN THE ELECTRICAL ROOM.
- (2) REMOTE EMERGENCY LIGHT EMR TO BE CENTERED AT 11'9" ABOVE FLOOR. TYPE EMR LIGHT SHALL BE WIRED FROM SPACE ABOVE CEILING GRID TO THE SOUTH TO
- 3 TYPICAL: AT CEILING, REUSE EXISTING BOX (VERIFY EXISTING BOX IS SECURELY FASTENED AND IS RATED TO HOLD THE WEIGHT OF THE NEW FIXTURE) OR PROVIDE NEW BOX AS REQUIRED FOR NEW LIGHTS. EXISTING CONDUIT TO REMAIN AND BE REUSED. PAINT ALL NEW BOXES, COVERS AND CONDUIT TO MATCH CEILING.

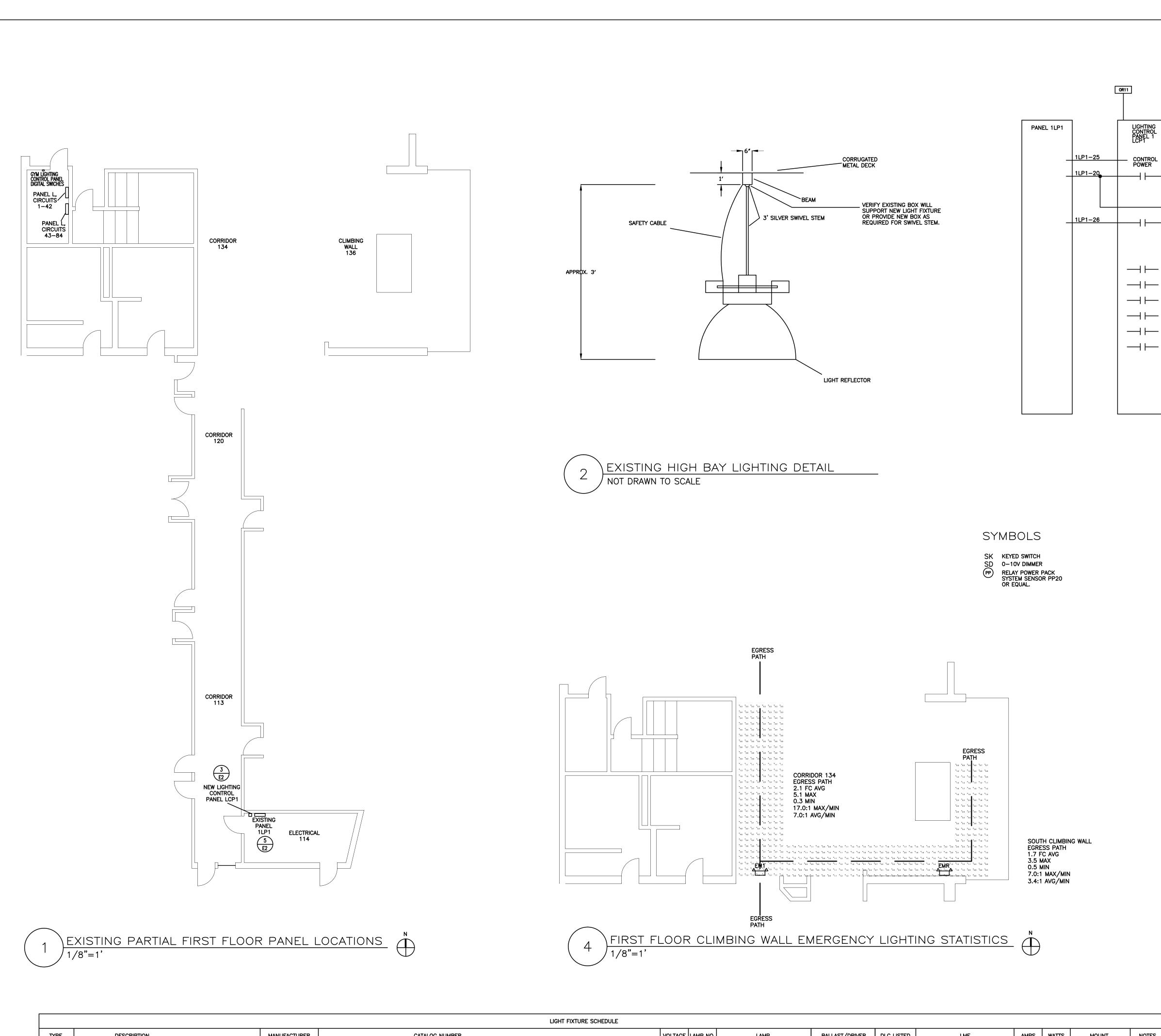
4 PROVIDE NEW BOX TO CENTER MIDDLE LIGHT.

- (5) GENERAL NOTE: FLOOR AROUND CLIMBING WALL IS A THICK PADDED RUBBER FLOOR. PROVIDE PLYWOOD ON PADDED RUBBER FLOOR TO STABILIZE LIFT AS
- (6) GENERAL NOTE: PROVIDE ONE EXTRA TYPE A LIGHT AS A SPARE AND GIVE TO OWNER (ALSO NOTE #2 IN LIGHT FIXTURE SCHEDULE). (7) VERIFY EXISTING BOX WILL SUPPORT NEW LIGHT FIXTURE OR PROVIDE NEW BOX AS REQUIRED FOR SWIVEL STEM.



NEER.

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	LIGHT FIXTURE SCHEDULE													
TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMP NO	LAMP	BALLAS	T/DRIVER	DLC LISTED	LMF	AMPS	WATTS	MOUNT	NOTES
Α	LED HIGHBAY	LITHONIA	JCBL-30000LM-ACFR-ACRDRP-120-GZ10-40K-80CRI-PM WITH JCBLSPM36 SWIVEL STEM KIT AND JCBLSC120 120" SAFETY CABLE.	120	LED	LED, 4000K, 27,501 LUMENS	0-10VDC	LED DRIVER	YES	.89 @ 100,000 HOURS	2.07	236	PENDANT	1, 2
EM1	EMERGENCY LIGHTING UNIT	LITHONIA	ELM6L HO-UVOLT-LTP	120	LED	SP1100L 1100 LUMENS, 5.3W, SPOT PATTERN, TWO LAMPS	-		-	-	0.046	4.77	SURFACE	3
EMR	REMOTE TWIN EMERGENCY LIGHTING UNIT	LITHONIA	ELA-W-T-LT24-LP06VS	6-12VDC SENSING	LED	5.5W, LINEAR PATTERN, TWO LAMPS	-		-	-	-	11.0	SURFACE	
	COUEDINE MOTEO	•		•		•	•		•	•			•	

SCHEDULE NOTES

1. FROSTED ACRYLIC REFLECTOR WITH DROP LENS.

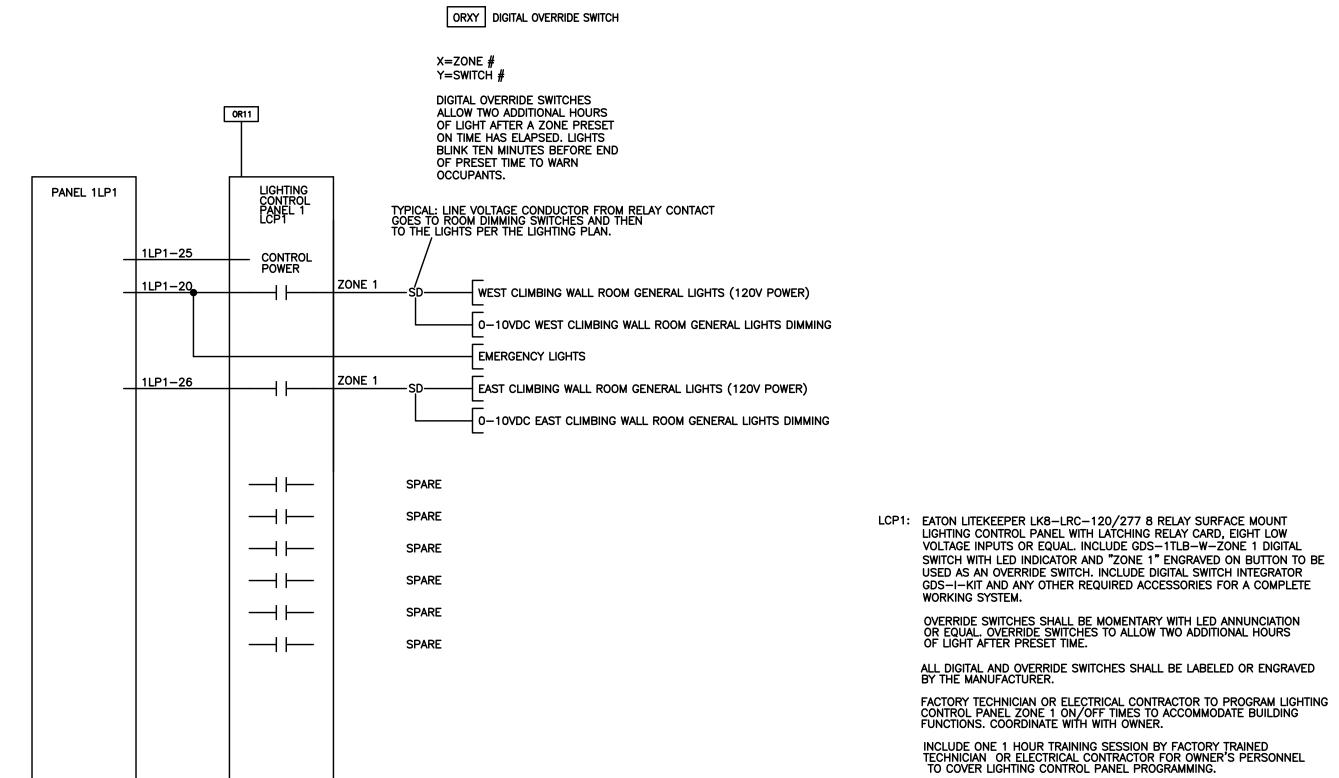
2. PROVIDE ONE EXTRA TYPE A LIGHT AND GIVE TO OWNER AS A SPARE.

3. 22 WATTS TOTAL BATTERY CAPACITY (TWO 5.3W LAMPS ON EM1, TWO 5.5W LAMPS ON EMR, 21.6W TOTAL).

GENERAL NOTES

1. EQUIVALENT LIGHTS FROM HUBBELL, COOPER OR PHILLIPS MAY BE SUBMITTED UP TO THREE DAYS BEFORE THE BID DATE AND TIME FOR REVIEW. SUBMIT EQUIVALENT LIGHT FIXTURE CUT SHEETS WITH PHOTOMETRIC PLAN. CAD FLOOR PLAN WILL BE PROVIDED UPON REQUEST. EQUIVALENT LIGHT FIXTURES NOT SUBMITTED PRIOR TO THREE DAYS BEFORE THE BID DATE AND TIME, REVIEWED AND APPROVED WILL NOT BE ACCEPTED.

6 LIGHT FIXTURE SCHEDULE NOT DRAWN TO SCALE



3 LIGHTING CONTROL PANEL LCP1
NOT DRAWN TO SCALE

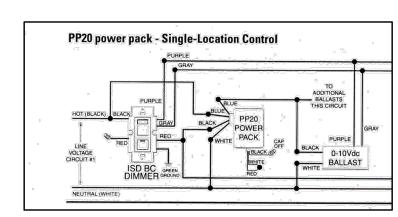
EXISTING PANEL 1LP1

225	MLO 42 POLE 120/208Y 3 P	H 4 W	225 A	MP COP	PER BUS	SS W,	/GRD BAR LUTRON/SQUARE D NQ SUI	₹FA	
NEW BRANCH CIRCUIT BREAKERS: 18 KAIR MINIMUM (SERIES RATED)									
NO.	DESCRIPTION	BKR	KW	PHASE	KW	BKR	DESCRIPTION	N	
1	LIGHTING - RMS. 111, 112, 113, 114, 115	20/1	_	Α	_	20/1	LIGHTING - LOBBY 137	7	
3	LIGHTING - RMS. 116, 117	20/1	_	В	_	20/1	LIGHTING - LOBBY 137, VEST. 138	7	
5	LIGHTING - RMS. 121, 122, 123, 124, 125, 126	20/1	_	С	_	20/1	LIGHTING - LOBBY 137, DESK 139	-	
7	LIGHTING - RMS. 127, 128, 129, 130, 131, 132	20/1	_	Α	_	20/1	LIGHTING - OFFICE AREA	٤	
9	LIGHTING - RMS. 118, 135, STAIR 109	20/1	_	В	_	20/1	LIGHTING - OFFICE CORRIDOR, RM. 150	10	
11	LIGHTING - RMS. 103, 105, 107, STAIR 101	20/1	_	С	_	20/1	LIGHTING - RMS. 151, 152, 153, 154	1:	
13	LIGHTING - RMS.	20/1	_	Α	_	20/1	LIGHTING - LOUNGE 155	14	
15	EXIT SIGNS - FIRST FLOOR	20/1	_	В	_	20/1	LIGHTING - RMS. 156, 161, 165, 169	1	
17	EXIT SIGNS - MEZZANINE	20/1	_	С	_	20/1	LIGHTING - RMS. 160, 162, 163, 164, 171	18	
19	LIGHTING - RMS. 207, 208, 211, 212	20/1	_	Α	_	20/1	LIGHTING - CLIMBING WALL ROOM	2	
21	LIGHTING - RMS. 203, 204, 205, 206	20/1	_	В	_	20/1	TRACK LIGHTING - CLIMBING WALL	2	
23	LIGHTING - RMS. 210	20/1	_	С	_	20/1	TRACK LIGHTING - CLIMBING WALL	2	
25	SPARE	20/1	_	Α	_	20/1	SPARE	2	
27	SPARE	20/1	_	В	_	20/1	SPARE	2	
29	SPARE	20/1	_	С	_	20/1	SPARE	3	
31	SPARE	20/1	_	Α	_	20/1	SPARE	3:	
33	SPARE	20/1	_	В	_	20/1	SPARE	3	
35	SPARE	20/1	_	С	_	20/1	SPARE	3	
37	SPARE	20/1	_	Α	_		SPACE	3	
39	SPARE	20/1	_	В	_	_	SPACE	4	
41	SPARE	20/1	_	С	_	_	SPACE	4:	

MODIFIED PANEL 1LP1

225	MLO 42 POLE 120/208Y 3 P	H 4 W	225 A	MP COPI	PER BUS	SS W,	/GRD BAR LUTRON/SQUARE D NQ SUF	RFACE			
_	NEW BRANCH CIRCUIT BREAKERS: 18 KAIR MINIMUM (SERIES RATED)										
NO.	DESCRIPTION	BKR	KW	PHASE	KW	BKR	DESCRIPTION	NO.			
1	LIGHTING - RMS. 111, 112, 113, 114, 115	20/1	ı	Α	-	20/1	LIGHTING - LOBBY 137	2			
3	LIGHTING - RMS. 116, 117	20/1	1	В	-	20/1	LIGHTING - LOBBY 137, VEST. 138	4			
5	LIGHTING - RMS. 121, 122, 123, 124, 125, 126	20/1	ı	С	ı	20/1	LIGHTING - LOBBY 137, DESK 139	6			
7	LIGHTING - RMS. 127, 128, 129, 130, 131, 132	20/1	ı	Α	ı	20/1	LIGHTING — OFFICE AREA	8			
9	LIGHTING - RMS. 118, 135, STAIR 109		ı	В	ı	20/1	LIGHTING - OFFICE CORRIDOR, RM. 150	10			
11	LIGHTING - RMS. 103, 105, 107, STAIR 101	20/1	ı	С	1	20/1	LIGHTING - RMS. 151, 152, 153, 154	12			
13	LIGHTING - RMS.	20/1	I	Α	I	20/1	LIGHTING — LOUNGE 155	14			
15	EXIT SIGNS — FIRST FLOOR	20/1	ı	В	ı	20/1	LIGHTING - RMS. 156, 161, 165, 169	16			
17	EXIT SIGNS — MEZZANINE	20/1	ı	С	-	20/1	LIGHTING - RMS. 160, 162, 163, 164, 171	18			
19	LIGHTING - RMS. 207, 208, 211, 212	20/1	ı	Α	•	20/1	LIGHTING — WEST CLIMBING WALL ROOM	20			
21	LIGHTING - RMS. 203, 204, 205, 206	20/1	ı	В	1	20/1	TRACK LIGHTING — CLIMBING WALL	22			
23	LIGHTING - RMS. 210	20/1	ı	С	-	20/1	TRACK LIGHTING — CLIMBING WALL	24			
25	LIGHTING CONTROL PANEL LCP1	20/1	0.18	Α	ı	20/1	LIGHTING — EAST CLIMBING WALL ROOM	26			
27	SPARE	20/1	ı	В	1	20/1	SPARE	28			
29	SPARE	20/1	ı	С	ı	20/1	SPARE	30			
31	SPARE	20/1	ı	Α	-	20/1	SPARE	32			
33	SPARE	20/1	1	В	1	20/1	SPARE	34			
35	SPARE	20/1	1	С	ı	20/1	SPARE	36			
37	SPARE	20/1	-	Α	-	_	SPACE	38			
39	SPARE	20/1	-	В	_	_	SPACE	40			
41	SPARE	20/1	ı	С	_	_	SPACE	42			

5 PANEL 1LP1 SCHEDULE
NOT DRAWN TO SCALE



7 CIRCUIT 1LP1-20 POWER PACK DETAIL
NOT DRAWN TO SCALE

A B REVDATE DESCRIPTION B

DAVID L. HANSON
AND ASSOCIATES, INC.
USED PROFESSIONAL ENGINEERS
6402—32nd AVENUE

DATE: 5/21/18

HINKSTON PARK FIELD HOUSE
LIMBING WALL LIGHTING REPLACEMENT
800 BALDWIN AVENUE

UKEGAN PARK DISTRICT 2000 BELVIDERE STREET

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EXHIBIT B: TEMPLATE AGREEMENT

AGREEMENT FOR 2018 FIELD HOUSE LOBBY LIGHTING IMPROVEMENTS

This Agreement for the 2018 Field House Lob l	by Lighting Improvements (the "Agreement") is
made thisth day of June, 2018, by and betv	veen the Waukegan Park District, an Illinois park
district ("Park District") and	, an Illinois corporation ("Contractor").
Park District and Contractor are hereinafter so	metimes collectively referred to as the "Parties"
or individually as "Party."	

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work at the **Field House 800 S. Baldwin Avenue**, Waukegan, Illinois 60085 ("Project Site"): **2018 Field House Lobby Lighting Improvements**, and all other and incidental and collateral work necessary to properly complete the project (the "Work"), as indicated in Contractor's Proposal, dated _______, attached to and incorporated as part of this Agreement as **Exhibit B** ("Contractor's Proposal").

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor; the Request for Quotes Documents/Specifications: 2018 Field House Lobby Lighting Improvements, attached to and incorporated as part of this Agreement as Exhibit A; Contractor's Proposal, attached to and incorporated as part of this Agreement as Exhibit B; Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as Exhibit C; Insurance and Indemnification Requirements and Contractors Certificate(s) of Insurance, attached to and incorporated as part of this Agreement as Exhibit D; Prevailing Wage Supersedes Notice, attached to and incorporated as part of this Agreement as Exhibit E; Performance and Labor and Material Bonds, attached to and incorporated as part of this Agreement as Exhibit F 1 and F 2; and any modifications issued after the execution of this Agreement.

3. Commencement of Work and Final Completion

Contractor shall commence the Work immediately upon receipt of a Notice to Proceed issued by the Park District for the Work. Contractor shall achieve Final Completion of the Work on or before **September 6, 2018.**

4. Performance and Supervision of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project Site. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

5. Performance and Payment Bonds

Prior to beginning Work, Contractor shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "A VII" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. Contractor and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq. and any further amendments thereto. Contractor shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in the Contract Documents. The Performance Bond and Labor and Materials/Payment Bond will become a part of the Contract Documents.

6. Contract Sum

					Dollars and		Cents (\$).
in	strict	accordance	with	the	Agreement	as	follows:	Lump	Sum	of
The	Park Dist	rict agrees to	pay Con	tractor	for the proper	and	timely perfo	ormance	of the	Work

The foregoing Lump Sum payment includes the following alternates, if any: N/A

7. Payment

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of: a) a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice; b) Contractor's and all subcontractor's waivers of liens to date for all labor and materials used in the Work; and c) Contractor's affidavit, containing such information to comply with the Illinois Mechanics Lien Act (770 ILS 60/0.01 et seq.) and showing in detail the sources of all labor and materials used on the Work, including names and addresses of subcontractors and materials suppliers, amounts paid to each, together with all other documents as shall be necessary, in the sole judgment of the Park

District, to waive all claims of liens to date and comply with all applicable state and local laws. All waivers of lien shall include a representation by the Contractor that all labor has been paid in accordance with Illinois prevailing wage laws and all materials have been taken from fully paid stock and transported to the job site in the Contractor's own vehicles or supporting waivers of lien from material suppliers and transporters are attached.

Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

8. Cleaning Up

Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. Contractor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project Site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract Documents. Contractor shall strictly comply with all laws and regulations pertaining to same and shall be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

9. Warranty; Correction of Work

Contractor warrants to the Park District that: (1) materials and equipment furnished under the Contract Documents will be new and of good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Park District and delivered to the Park District upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in this Agreement or elsewhere in the Contract Documents, all warranties shall become effective on the date of Final Completion of the entire Work, and shall run for a twelve (12) month period, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern.

Contractor shall correct any portion of the Work deficiently or defectively performed, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one year after delivery and acceptance of the Work by the Park District, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by the Contractor or subcontractors contrary to the Park District's request or to requirements specifically expressed in the Contract Documents and was therefore not visible for inspection by the Park District at the time the Work was performed.

10. Safety of Persons and Property

- A. Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - i. employees engaged in the Work and other persons who may be affected thereby;
 - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
 - iii. other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.
- F. Contractor shall designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents and general workplace safety. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Park District.

11. Termination

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.
- B. Park District may terminate the Agreement, in whole or in part, for cause as follows:
 - (i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure.
 - (ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit or creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the Agreement shall automatically terminate.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

12. Insurance

Contractor will procure and maintain the insurance coverages provided in **Exhibit D**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

13. Indemnification

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit D.**

14. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in the Contractor's Compliance and Certifications Attachment. 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.

15. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Lake County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

16. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

17. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

18. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

19. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

20. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

21. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to Park District:	Waukegan Park District
	2211 Ernie Krueger Circle
	Waukegan, IL 60087
	(Fax) 847-244-7345
	Attention:
If to Contractor:	
ii to contractori	
	(Fax)Attention:
	Attention.

22. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

23. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

24. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

25. No Waiver of Tort Immunity Defenses

Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WAUKEGAN PARK DISTRICT	
Ву:	Ву:
Jay Lerner	Printed Name:
Its: Executive Director	lts: