

## GENERAL REQUIREMENTS OF THE CONTRACT

Date: April, 2016

### A. Preconstruction Item Checklist:

Date:

Time:

Project Title / Location:

Project Number:

FOR  
(Contractor's name)

1. **Introductions:** All project members are to introduce themselves including their name, organization, title, and role on the project.

#### A. Joliet Junior College Personnel:

##### 1. Construction Manager:

- a. Phone:
- b. Cell:
- c. Fax:
- d. Email:

##### 2. Alternate Contact:

- a. Phone:
- b. Cell:
- c. Fax:
- d. Email:

#### B. Contractor Personnel

##### • Project Manager:

- a. Phone:
- b. Cell:
- c. Fax:
- d. Email

##### • Construction Superintendent:

- a. Phone:
- b. Cell:
- c. Fax:
- d. Email:

**B. Communications:**

- 1) Communications related to the project between Joliet Junior College and the Contractor shall be conducted through the Joliet Junior College Construction Manager (CM) only, unless directed otherwise.
- 2) In the event of an emergency the Contractor is to contact Campus Police at 815-280-2234, or may pick-up any campus phone and dial 2911.
- 3) RFI's: Requests for Information (RFI's): All Requests for Information shall be in written form to JJC's CM with a copy to the A/E when required. All responses will come from JJC or the A/E in writing addressed to the Contractor's Project Manager
- 4) Correspondence: All correspondence shall be directed to the Construction Manager

Joliet Junior College  
 Facilities Services Department  
 ATTN: \_\_\_\_\_  
 1215 Houbolt Road  
 Joliet, IL 60431

Include Project Title, Project Number, Purchase Order Number on ALL correspondence.

**C. Performance:****Commencement, Prosecution & Completion of Work**

1. Purchase order/notice to proceed received: \_\_\_\_\_
2. Contract Amount: \_\_\_\_\_
3. Total Amount of Alternates Accepted: \_\_\_\_\_
4. Proposed start/mobilization date : \_\_\_\_\_
5. Preconstruction Submittals Received: Check one Y \_\_\_\_\_ N \_\_\_\_\_
6. Bonding & Insurance Requirements Received: Check one Y \_\_\_\_\_ N \_\_\_\_\_
7. Completion date: \_\_\_\_\_
8. Delays and time extensions: The Contractor is responsible for the completion of project work within the time designated above and in the construction schedule. Justified change orders may qualify a delay and require a time extension which must be discussed and approved by the JJC CM. Failure to complete the project on time will result in a negative evaluation of Contractor performance on the JJC project close-out documents.

9. When the shutdown of utilities is required, the Contractor shall coordinate with the JJC CM to schedule the shutdown process. Allow a minimum of 5 days' notice to allow for a shut down. Unless otherwise stated during the bidding process, a utility shut down will be required between the hours of 10:00 p.m. to 6:00 a.m.
10. The contractor is to consider any loud construction noise that may be disruptive to classes, faculty, students and staff (including but not limited to loud demolition, hammer drilling, concrete cutting/drilling, rock breaking, shooting of metal stud track into floors and ceilings, etc.). Such work shall be performed during the maintenance hours of 10:00 p.m. to 6:00 a.m.
11. Contractor Evaluation:  
At the completion of the project, the JJC CM will complete a contractor evaluation. This evaluation is kept on file and is taken into consideration when considering the Contractor for future projects

**D. Mobilization:** Prior to the Contractor mobilizing on site, the following requirements must be met and reviewed. Contractor check-in with Facility Services. The Contractor's employees are required to obtain vehicle tags and I.D. badges. Any ticketing by Campus Police as a result of no vehicle tag will be the responsibility of the Contractor.

**E. Conduct and Behavior:**

The Contractor's employees must take into consideration the environment around them when holding conversations with fellow employees as well as JJC staff as to not interrupt classes that may be in session, or students in concourses that may be studying. Profanity/foul language, derogatory remarks or harassment of students will not be tolerated and will be an immediate means for the employee dismissal from the project.

**F. Progress Payments/Invoicing and Change Orders:**

- 1) A "pencil" copy of progress invoicing shall be submitted to the JJC CM by the first Monday of every month for review and approval. Final invoicing shall be in by the second week of the month for processing and board approval. No invoice will be processed without lien waiver(s) and certified payroll.
- 2) Any extra work done by the Contractor will be considered performed at no extra cost to JJC unless a written JJC change order form has been fully executed and signed by the Director of Business and Auxiliary Services. A contractor shall not be entitled to any compensation for extra work/material based on verbal conversations or email exchanges

(the contractor is considered proceeding with extra work at their own risk without a fully executed JJC change order form). It is the contractor's responsibility to obtain a fully executed change order form from JJC. A change order, or a combination of multiple change orders may not exceed 10% of the original contract without JJC seeking approval from the Board of Trustees.

**G. Miscellaneous:**

- 1) Soliciting or canvassing and posting or distributing printed material (except as permitted by law) is prohibited.
- 2) Smoking is restricted to designated signed areas outside. The use of any tobacco products (including chewing) indoors is prohibited, and must be done in the designated outdoor smoking areas during break time.
- 3) Drinking, using, possessing or being under the influence of alcohol or controlled substances are prohibited, and a cause for immediate dismissal.
- 4) No radios, CD Players or MP3 players shall be used during normal working hours.
- 5) The Contractor shall perform his/her work in accordance to no less than the minimum requirements as established by the Occupational Safety and Health Association. Personal Protection equipment shall be provided by the Contractor and worn at all times.
- 6) The Contractor will be responsible for securing materials and tools and shall be solely responsible for any such theft or damage.

By signing below, the Contractor certifies that he, his employees, subcontractors, or assigns will abide to this Preconstruction Conference Checklist during the course of the project.

Contractor: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Sign name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_

JJC CM: \_\_\_\_\_  
Sign name: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**1.0 CONTROL LINES AND LAYOUT**

Site survey coordinates, selected baselines on each floor (after foundations and floors are placed), and benchmarks only will be provided by the Construction Manager. Trade Contractors shall perform their own layout from these coordinates or baselines and shall be responsible for the accuracy of all lines, elevations and measurements, grading, utilities, and other work executed under the trade contracts. The Trade Contractor shall exercise proper precautions to verify figures shown on the drawings or indicated in approved shop drawings before laying out the work. Contractors shall report any perceived inconsistency or error in drawings or layout to the Construction Manager for verification.

**2.0 CONSTRUCTION SCHEDULES**

The Trade Contractor's work is to be accomplished in accordance with the contract schedule. If the schedule requires out of sequence work or phasing of work including temporary work, such work is to be performed at no additional cost by the Trade Contractor to achieve the necessary job progress and accommodate the Owner's and Construction Manager's needs.

Within fourteen days of award of the Trade Contract, the Trade Contractor shall submit to the Construction Manager a draft of the Trade Contractor's schedule. This schedule shall be in the format of a standard horizontal bar chart and shall identify separately activities for each class of work, each work activity by area of the project, and each major long-lead item. Activities shall also indicate interfaces between the work of the Trade Contractor and other contractors. Dates for shop drawings, approval, and fabrication shall also be included and shall identify the projected submittal date, fabrication duration, and expected delivery date. Contractors shall allow at least 25 days for each review and return of submittals after receipt by the Construction Manager. After the Construction Manager reviews and accepts the Trade Contractor's schedule it shall be used by the Trade Contractor to monitor progress on the project. The Trade Contractor shall submit monthly updates of its schedule with the Application for Payment.

**3.0 PROJECT MEETINGS**

- 3.1. The Construction Manager will schedule, pre-construction meetings, weekly progress meetings, progress/payment meetings, safety meetings and any special meetings as required throughout the progress of the Work. Representatives of the Trade Contractors, subcontractors and suppliers appropriate to the agenda of the meeting shall attend these meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- 3.2. Each Trade Contractor shall be responsible for the scheduling and administration of weekly safety "Tool Box" meetings required throughout the progress of the work. The Trade Contractor shall prepare the agenda for the meetings, record and distribute both the minutes and attendance to the Construction Manager. The minutes shall include all complaints and suggestions relating to safety. Each Trade Contractor shall ensure the attendance of all employees, including subcontractors and suppliers affected under his contract. The Construction Manager may, at his option, attend these meetings and the attendance of the Construction Manager shall not be limited.

**4.0 PHOTOGRAPHS OF THE SITE**

The Trade Contractor shall not take, or shall not cause any photographs to be taken of the school

job site without express written approval of the Owner.

The Trade Contractor shall not issue any press releases or disseminate any information concerning this project to the news media without the prior approval of the Owner.

## **5.0 RECORD DOCUMENTS**

The Trade Contractor shall maintain a set of record documents. Each document shall be labeled in neat large printed letters "PROJECT RECORD". Record information concurrently with construction progress and do not conceal any work until the required information is recorded.

Record drawings shall be legibly marked to record actual construction; depths of various elements of foundation in relations to finish floor datum; horizontal vertical locations of underground utilities and appurtenances referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; details not on original Contract Drawings.

The Trade Contractor shall make available all "Record Documents" to the Construction Manager for periodic review of compliance. The frequency of review shall be at the Construction Manager's discretion and maintenance of these "Record Documents" may be tied to monthly invoices if they are not being maintained properly at the project.

At Substantial Completion, the Trade Contractor shall deliver a reproducible sepia and two prints of the Record Documents to the Construction Manager accompanied by a transmittal letter, in duplicate, containing the Project title and number, the Trade Contractors name and address, title and number of each record documents, certification that each document is complete and accurate and the signature of the Trade Contractor or his authorized representative.

Record specifications and addenda shall be legibly marked in each section to record: the manufacturer, trade name, catalogue number, and supplier of each product and item of equipment actually installed; changes made by field order or by change order.

## **6.0 ELECTRONIC DATA AND DOCUMENTATION SUBMITTAL SPECIFICATIONS**

### **a) Definitions**

*Project participants* - Contractor(s), sub-contractors, tier-Trade Contractors, vendors, testing and balancing firms, and any Commissioning Agents.

*OEM* - Original Equipment Manufacturer

*Maintained assets* - Items on drawings or specification documents that require the submittal of electronic data. Such asset data include but are not limited to doors, escalators, elevators, plumbing fixtures, air handling units, fans, pumps, heat exchangers, boilers, chillers, compressors, exhaust hoods, kitchen equipment, sub-stations, switchgear, transformers, panels, motor control centers, emergency generators, fire alarm systems, fire pumps, biomedical equipment, laboratory equipment, hospital gas systems, roofing system, security systems, cameras, badge readers, computers, and vehicles. Bulk and general construction items such as concrete, structural steel, siding, casework, and wall,

floor or ceiling materials will not be included with the exception of roofing or any other element requiring routine or scheduled periodic maintenance in accordance with the manufacturer's written recommendations.

*Electronic Documentation* – Software based originals of hard copy documents resident in formats such as word processing, spreadsheet, graphic, or read-only applications.

*Electronic Data* – Information elements of measurable, extractable, and/or sortable value. This information will typically be delivered in spreadsheets, database tables, or, in less typical cases, tables within word processing documents.

b) **General Requirements**

Trade Contractors shall provide construction documentation in electronic documentation format as specified below. The intent is to support the Owner's computerized asset, maintenance, or space management systems. Each Trade Contractor is responsible to pursue, obtain and furnish to JJC Construction Manager the complete asset data required from project participants that are under their Subcontract Work.

The submittal of all specified data in electronic format is to occur concurrently with the progress of the work. Timely and accurate submittals of requisite data will be a condition precedent for issuance of monthly payments. All submittals shall be completed a minimum of 30 days prior to substantial completion or Owner Occupancy, whichever occurs first. Any performance related data should be submitted no later than 30 days after its measurement and recording in the field. Any deviations identified by JJC Construction Manager are to be promptly corrected by the submitting project participant(s) and resubmitted.

c) **Equipment Tagging**

The Trade Contractor shall ensure that manufacturer's equipment tags are fixed to all maintainable equipment items and easily accessible after equipment installation. These permanent tags include, but are not limited to, equipment model number and serial number.

d) **Updated As-Built Drawings**

Any revisions or updated as-built drawings shall be provided in AutoCAD format on CD 30 days prior to Owner occupancy of the facility.

e) **Submittal of Construction Documents**

All documents provided in paper format shall be provided to JJC Construction Manager in an electronic format (electronic documentation such as MS Word, MS Excel, or Adobe PDF) on CD or USB flash drive. Documents that need to be provided in electronic format include:

- Drawings (e.g. as-builts, shop drawings, floor plans)
- Submittals
- Operations and Maintenance manuals
- Testing and Balancing reports
- Commissioning report

f) **Asset Data Collection**

The following need to be delivered to JJC Construction Manager in electronic data format

1. **Maintained Assets** - The following criteria can be used to identify maintained assets. Any questions can be referred to the JJC Construction Manager Representative for clarification (only one of the criteria need apply):
  - a. The asset requires some form of periodic maintenance and/or inspections. The unit, assembly or building feature is the subject of a separate and distinct warranty provision.
  - b. The item needs to be tracked per regulatory requirements, including, but not limited to, fire extinguishers and emergency lighting.
  - c. Unit or assembly cost greater than \$2,000 or group purchases in excess of \$25,000.
  - d. The item is clearly distinct from other items surrounding it and therefore not a part of a larger assembly.
  - e. The item, although part of a major system, could be disconnected from the system without disabling the systems operation.

Some equipment items consist of large assemblies. If the manufacturer provides separate operation and maintenance manuals, with separate and distinct planned maintenance schedules for the equipment elements comprising that large assembly, then each equipment element should be separately identified by equipment tags, and electronic data should be provided for each. An example would be cooling towers and the associated pumps. Conversely, if all components of a large assembly are covered by a single O&M manual, which includes all appropriate planned maintenance schedules, then this could be considered one maintainable asset.

2. **Vendors.** Identify the contractor, Trade Contractor, supplier, distributor and manufacturer – responsible for the installation, service and warranty of each maintainable asset. Data shall include the firm's name, address, contact person, phone number, e-mail address, web site address, date of acceptance, warranty provider, warranty term and any other pertinent information necessary for the owner to obtain service.
3. **Preventive Maintenance.** The project participants shall identify all original equipment manufacturer (OEM) recommended preventive maintenance (PM) tasks and steps associated with each maintainable asset. The PM tasks shall be structured as annual, semi-annual, quarterly, monthly, weekly, daily or as otherwise recommended by the OEM. Each PM task, the annual PM for example, shall contain all the individual steps necessary to complete that task without referencing other tasks or documents. Each PM task shall also list any required or recommended consumable materials and replacement or spare parts that may be used during the performance of the task. Typical data elements would include a description, manufacturer, manufacturer's part number, order quantity and



expected cost. Additionally any pertinent information regarding environmental, health and safety precautions, including MSDS sheets, special tools, or special training requirements shall be provided. In the event that multiple identical assets are provided it will only be necessary to provide the PM task or other repetitive information for one asset and identify the other assets the information applies to.

4. **Spare Parts.** In addition to the spare parts specified by the OEM and identified in the preventive maintenance procedures, the project participants shall identify any attic stock materials required under contract such as lamps, filters and other such items.

a) **Typical Maintainable Assets**

A representative list of Maintainable Assets is shown below. This list is not inclusive of all types of maintainable assets required for electronic data submittal. It is provided to give the project participants an understanding of the types of assets and data to be provided in electronic data formats. JJC Construction Manager will work with the project participants to identify the final data requirements and format of the electronic data worksheets.

<b>Typical Maintainable Assets</b>	<b>Base Asset Data</b>	<b>Motor specific data</b>	<b>PM data</b>	<b>Spare Parts data</b>	<b>Company Contact data</b>
<b><i>Doors and Windows</i></b>					
Roll-up or coiling doors	X	X	X	X	X
Handicap access doors	X	X	X	X	X
Electrically operated doors or windows	X	X	X	X	X
Revolving doors	X	X	X	X	X
Hardware, locks and keys	X				X
<b><i>Specialties</i></b>					
Display systems	X		X		X
Large internal / external signage	X		X		X
Pedestrian control devices (e.g. turnstiles, metal detectors)	X		X		X
Fire protection, local (e.g. extinguishers, cabinets)	X		X		X
Operable partitions	X		X		X
Security and emergency equipment (e.g. cameras, alarms)	X		X		X
Miscellaneous equipment					
Kitchens / food-prep / cafeterias	X		X		X
Barber / beauty shops	X		X		X
Laundry equipment	X		X		X
Vending machines (food, beverage, ATM's)	X		X		X
Audio / visual equipment	X		X		X
Vehicles	X		X		X
Parking gates	X		X		X
Ticket / key and card control units	X		X		X

Loading dock equipment	X		X		X
Solid waste handling equipment	X		X		X
Water supply and treatment equipment	X		X		X
Fluid waste treatment and disposal	X		X		X
Dark room equipment	X		X		X
Athletic, recreational and therapeutic equipment	X		X		X
Office equipment	X		X		X
Medical equipment	X		X		X
<b><i>Conveying Systems</i></b>					
Elevators	X	X	X	X	X
Escalators	X	X	X	X	X
Hoists and cranes	X	X	X	X	X
<b><i>Mechanical</i></b>					
Fire protection					
Pumps	X		X	X	X
Water towers	X	X	X	X	X
Plumbing (potable water)					
Circulation pumps	X	X	X	X	X
Backflow Preventers	X		X		X
Water heaters	X		X		X
Sewage pumps	X	X	X	X	X
Drinking fountains (self-contained refrigeration)	X		X		X
Fixtures (count and type)	X				X
Heating, Ventilation and Air Conditioning					
Pumps	X		X	X	X
Expansion Tanks	X		X		X
Chemical Water Treatment	X		X		X
Heat Exchangers	X		X		X
Boilers	X	X	X	X	X
Furnaces	X	X	X	X	X
Water Chillers	X	X	X	X	X
Refrigeration Systems	X	X	X	X	X
Energy Storage Devices	X		X	X	X
Air Compressors	X	X	X	X	X
Cooling Towers	X	X	X	X	X
Heat Pumps	X	X	X	X	X
Split Systems	X	X	X	X	X
Packaged Air Conditioning Units	X	X	X	X	X
Humidifiers / Dehumidifiers	X	X	X	X	X
Air Handling Units	X	X	X	X	X
Make-up Air Units	X	X	X	X	X
Air Terminal Units – (e.g. VAV's, FCU's)	X	X	X	X	X
Unit Heaters	X	X	X	X	X
Fans – (e.g. supply, return, exhaust)	X	X	X	X	X
Vacuum Systems	X	X	X	X	X
<b><i>Electrical</i></b>					

Substations	X		X		X
Switchgear	X		X		X
Transformers	X		X		X
Panels	X		X		X
Motor Control Centers	X		X		X
Emergency lighting	X		X		X
Uninterrupted Power Supplies	X		X		X
Emergency Generators	X		X		X
Automatic Transfer Switches	X		X		X
Battery Power Systems	X		X		X
Communication – telephone systems	X		X		X
Public Address	X		X		X
Lighting fixtures (count and type)	X		X		X
Controls					
Lighting	X		X		X
Environmental Systems	X		X		X
Building Management Systems	X		X		X
Energy Management Systems	X		X		X

b) **e.DOC Data Formats (Spreadsheet Headers)**

These are the MS Excel column headers representing the desired data elements for the electronic data to be provided by the Trade Contractors or vendors that supply or install any maintainable assets during the construction project. Any fields not easily defined (as agreed to by Trade Contractor and JJC Construction Manager), or is not applicable can be left blank.

***Base Asset Data***

The Trade Contractor will provide the basic asset data in MS Excel format for all maintainable assets they provide during the construction project.

Spec or Dwg ID	Drawing Reference		Equipment ID (Asset Tag)		Description			Manufacturer		
	Model Number	Serial Number		Classification	Year Built	Vendor	Original Cost	Condition		
		Bldg	Floor	Room	Parent Asset	Building System	Warranty Provider	Warranty Start	Warranty Period (Yrs)	

***Motor specific data***

The Trade Contractor will provide the basic motor data in MS Excel format for any motors greater than 5Hp.

Equipment ID	Motor Mfg	Frame	Model	Motor Serial Number	Horsepower	Volts/Phase	Amps	Motor RPM
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***PM data***

The Trade Contractor or vendor will provide the operations and maintenance manuals for each maintainable equipment asset in electronic format. Only one electronic copy and two hard copies of each O&M manual are required. The data that will be extracted from the O&M manuals include.

Equipment ID	PM Name	PM Description or Document #	Frequency	Shop	Task #	Task Description
	Est. Hrs.	Parts Required	Tools Required	Hazmat Warnings	Comments	

#### *Spare Parts data*

The Trade Contractor or vendor will provide the spare parts listing for each maintainable equipment asset in electronic format. The data that will be extracted from the spare parts lists will include:

Equipment ID	Part Number	Part Description	Qty	Vendor Name	Unit of Measure	Unit Cost	MSDS Reference	Comments
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#### *Company Contact data*

The Trade Contractor will provide the basic vendor or manufacturer contact information in MS Excel format for all maintainable assets they provide during the construction project.

Equipment ID	Company Name	Contact Name	Address	City	State	Zip	Phone	Fax	Email Address	Website
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the Construction Manager accompanied by a transmittal letter, in duplicate, containing the Project title and number, the Trade Contractors name and address, title and number of each record documents, certification that each document is complete and accurate and the signature of the Trade Contractor or his authorized representative.

Record specifications and addenda shall be legibly marked in each section to record: the manufacturer, trade name, catalogue number, and supplier of each product and item of equipment actually installed; changes made by field order or by change order.

## **8.0 WARRANTIES AND BONDS**

Each Trade Contractor shall assemble and submit to the Construction Manager all warranties, bonds, and service and maintenance contracts as specified in the respective sections of the Specifications before Substantial Completion will be granted. The table of contents for this submittal shall include the product or work items; the firm, with the name of the principal, address and telephone number; scope, date of beginning of the warranty, bond or service and maintenance contract; duration; information for the Owner's personnel providing the proper procedure in case of failure and instances which might affect the validity of the warranty or bond.

## **9.0 WORKING HOURS**

Normal work hours for contractors in the college are 7:00 a.m. to 3:30 p.m. Monday through Friday. If necessary, work may be performed outside of these hours or on weekends if scheduled in advance with the Construction Manager. Contractors are responsible for any overtime costs or shift differentials required to complete work outside normal working hours.

Certain activities of work that may be disruptive to school activities such as demolition, occupancy of classrooms or offices, or work involving harsh chemicals or objectionable odors (example: epoxy or drywall paints, roofing kettles, etc.) shall be performed on school holidays, off hours, or weekends to eliminate or minimize the effect on school operations. Any additional costs to accommodate this are incidental to the contract sum.

All work and deliveries are to be sequenced and scheduled so as to not interfere with the normal operation of the School. No deliveries are to be made to the JJC receiving dock.

Where possible, utility shutdowns and work within occupied areas of the school are to be performed on school holidays, off hours, or on weekends to avoid interference with the school. Any additional costs to accommodate this are incidental to the contract sum.

## **10.0 PROJECT REPORTS**

Without limiting the reports required, the following reports shall be submitted to the Construction Manager:

1. Daily Force and Activity Reports shall be prepared and submitted by each Trade Contractor including similar data for each Trade Subcontractor. Daily reports will be on a form approved by the Construction Manager and will indicate Supervisors, Journeymen, Laborers, Helpers, and Apprentices and, by crew, the activities related to the Trade Contractor's schedule that are being performed. Daily reports shall also include information on material deliveries, test performed, accidents, and other significant events. Daily reports shall be submitted to the Construction Manager no later than 9:00 a.m. the next succeeding business day. Failure to submit timely daily reports will result in the monthly payment requisition being reduced by 10% for each violation.
2. Weekly Toolbox Safety Meeting Minutes including an attendance list of those personnel present and the topic discussed.
3. Time and Material Tickets for documentation of extra work being performed by the Trade Contractor shall be submitted to the Construction Manager for verification by 9:00 the next succeeding business day after the work was performed. Failure to submit Time and Material Tickets the next day may result in rejection of any costs for work performed.
4. Cost Breakdown Reports for record and tax purposes shall be submitted if and as required by the Owner for investment, tax credit, financing, and other purposes.
5. Accident Reports. The First Report of Accident shall be submitted to the Construction Manager within 24 hours of any accident or safety incident. Additional information, including doctors' reports and witness' statements shall be submitted as soon as possible or as requested by the Construction Manager.

## **12.0 INSTRUCTION OF OWNER'S PERSONNEL**

Prior to final inspection and Substantial Completion, The Trade Contractor must coordinate with the Construction Manager and fully instruct the Owner's designated operating and maintenance personnel of all products, equipment and systems. The instruction time will be sufficient to

instruct all shifts of the Owner's operation and maintenance personnel.

- 13.2** In the event of serious or lost time accidents, representatives of the Trade Contractor and Trade Subcontractor, as applicable, shall attend an accident review meeting with the Construction Manager. The Trade Contractor shall be represented by its Project Manager and Project Superintendent or such other representative as required by the Construction Manager. Wherever possible, employees that are involved in an accident shall return to work or shall be placed on light duty at the Trade Contractor's expense. All employees that have received direction from a medical doctor of restricted work or light duty shall be placed on light duty.

**14.0 PUNCHLISTS AND COMPLETION**

- A. Trade Contractors are required to perform their own inspections and punchlists prior to requesting an inspection by the Construction Manager or Architect/Engineer. Reasonable evidence of failure to do so shall make the Trade Contractor responsible for all costs incurred by the Construction Manager and Architect/Engineer during inspection.
- B. Trade Contractors shall submit copies of its punchlist upon request of the Construction Manager. It is strongly advised that inspections and punchlists be performed on an ongoing basis.
- C. Contractors shall diligently prosecute and complete all work on their punchlist. Contractors shall make every effort to ensure punchlist work is completed within thirty (30) calendar days of the date the punchlist was issued. Substantial progress and completion of punchlist work shall be achieved before retainage is reduced below 5%.

**15.0 DAMAGE TO THE WORK OF OTHERS**

Trade Contractors are responsible for any damage they cause deliberately or accidentally, to the work of other contractors. Contractors shall promptly repair damaged work with or without knowledge of the party that damaged the work. The Construction Manager or Owner is not responsible for damage to installed work caused by other contractors.

**16.0 UNDERGROUND UTILITIES**

The following procedure shall be followed when any excavation or utility work is to be performed:

- a. At least seven (7) days prior to the start of excavation or utility work, notify the Construction Manager of the nature and the schedule of work to be performed.
- b. Trade Contractors shall contact JULIE (if required) for utility locating and provide the Construction Manager with the DIG number for the utility locate. The Trade Contractor shall also request at least seven (7) days prior to start of excavation work that the Owner locate any underground utilities in the vicinity of the proposed excavation. The Trade Contractor shall remain responsible for any damage to utilities if either of these two notifications are not made.

Trade Contractors are responsible to utilize safe excavating techniques while working around existing utilities and remain responsible for any damage or disruption of existing utilities.

**18.0 MISCELLANEOUS PROVISIONS**

1. Contractors are permitted to park in designated parking areas only.
2. Contractors shall verify existing conditions and work constructed by others (including tolerances permitted by the governing standards of the work performed by others) and shall build to and accommodate same.
3. Contractors shall take all necessary precautions to protect its finished work as well as the work of adjoining trades.
4. Unless indicated otherwise in the Contract Documents, the electrical trade contractor will make all electrical connections to equipment provided by other contractors. Other Trade Contractors shall cooperate with the electrical contractor by providing all specific electrical requirements to the electrical contractor for each piece of equipment. Should the electrical requirement for a piece of equipment provided by other contractors differ from the electrical services indicated in the electrical drawings, the Trade Contractor providing the equipment shall make arrangements and pay all costs to assure the Trade Contractor's furnished equipment matches the electrical services indicated on the drawings and installed by the electrical contractor.
5. All trade contractors requiring access doors or access panels through masonry, drywall partitions, drywall ceilings, or other non-accessible partition or wall shall furnish the appropriate access door or panel to the masonry trade contractor, drywall contractor, or ceiling contractor, etc. for installation by that contractor in the normal flow of its work. Locations of access panels shall be identified by the Trade Contractor prior to construction of the wall or ceiling. Failure to do locate or furnish the appropriate access panel will cause it to be installed by others at the offending party's expense. Access panels shall be of the proper type and size for the application.
6. Contractors using any chemicals, paints, or other products with objectionable, noxious or poisonous fumes (dryfall paint, epoxies, etc.) shall work off hours or weekends if possible. Contractors shall also provide all means of containing dust resulting from their operations by means of temporary dust partitions. If this is not possible or practical, contractors shall supply means of exhausting the fumes or dust and providing for a fresh flow of outside air into the space chemicals are being used. Work activities that permit the transmission of fumes, dust, or vapor will be stopped until corrective measures are taken or work will be rescheduled for off hours/weekends. Any additional costs necessary to comply with this requirement are incidental to the contract sum.
7. There will be no hoist provided on the Project. Further, the permanent elevator will not be made available for use by the Trade Contractors. Each Trade Contractor will be responsible for his own hoisting and material handling.
8. Available areas for stored material on the project site are limited. Trade Contractors shall not store material on site that will not be installed within two weeks without the specific approval of the Construction Manager. Under no circumstances are access roadways or sidewalks to be used for storage of materials. Trade Contractors shall immediately relocate

any materials as required to permit other trades to perform their work, any materials not stored in appropriate areas, or any material that interferes with any contractor's work.

9. Trade Contractor shall bear all costs for standby trades should the Trade Contractor work prior to or later than normal hours, Saturdays, Sundays or Holidays.
10. The Trade contractor is required to provide all required fire safeing materials for its respective work.



## EXHIBIT "A"

Your firm was recently awarded a Contract for the above referenced project. In order to expedite the payments and to avoid any misunderstanding as to the proper billing procedures we request that the following instruction be diligently adhered to:

1. **The following are the items that the subcontractor must comply with immediately following the contract award for issuance of payment.**

A. Submit for approval a listing of all Trade Contractors and major Suppliers to be listed each month on the Contractor's Sworn Statement.

B. **Schedule of Values**

Submit for approval a detailed Schedule of Values of your contract amount on the JJC form within 15 days of contract award. This breakdown shall be divided into both labor and material line items for each major area of work in your contract specifications. Amendments to your contract must be listed separately by amendment and change request number (the change request number is indicated on the amendment), leaving a subtotal for original contract amounts. Once this schedule is approved by JJC Construction Manager, it is to be used on all progress billings indicating percentage of completion applicable to each item.

C. Return to our Purchasing Department your signed contract, performance bond, drug certification letter, and certificate of insurance. These items must be received prior to commencement of any jobsite activity or processing of payment applications.

D. **Material Status Reports**

Submit initial report in format corresponding to Schedule of Values within 15 days of Contract Award.

2. **Billing Instructions:**

Applications for payment are to be submitted to the JJC Construction Manager Project site office located at the following address:

- TBD

A. JJC Construction Manager uses a pencil copy procedure to determine your work in place percentages on each monthly progress billing. The procedures are as follows:

1. The pencil copy (draft) of your Schedule of Values must be submitted to the JJC Construction Manager project staff by the 1<sup>st</sup> of the month. Your work in place percentages should be projected through the end of the current billing period. (Typically the 15<sup>th</sup> of the month). The percentages indicated on your pencil copy will be verified by our project staff and you will be notified of any necessary changes or revisions.
2. Once your pencil copy is approved, you should submit your formal billing to the project office by the dates indicated on the attached schedule.

**NOTE: In order to meet the Owner's payment schedule, incomplete or late applications will be held for the next billing period.**

B. Contractor's application for payment will consist of the following in triplicate:

1. Cover Sheet– Application and Certificate for Payment.
2. Invoice Voucher.
3. Contractors Affidavit and Sworn Statement.
4. Contractor's Waiver of Lien. On the affidavit section of this form you will list your Subcontractors and Suppliers.
  - a. Contractor's Waivers are to be totaled cumulatively, i.e. total net amount of payments received by your firm to date.
  - b. Sub-sub and Supplier's Waivers confirmation will be submitted as verification of payments noted on the previous month's sworn statements.
  - c. Waivers of Lien are not required for your initial payments requests, but are **MANDATORY** as part of all future payments requests. Subsequent progress payments will not be released until these documents for prior payments are received. Also include sub-sub and suppliers waivers.
  - d. Certified Payrolls must be current with monthly utilization report for previous month. (Submit weekly payroll reports).
5. Updated monthly Material Status Report.

3. **Extra Work**

- A. Daily Time and Material Slips will be processed only **if they are signed on a daily basis by the JJC Construction Manager/Project Manager or his designee**. Original invoices for material and equipment, certified payrolls and a labor rate breakdown will be required as back up to any authorized time and material work.

4. **Off-Site Stored Materials**

In order to invoice for materials stored off-site, the following documents must be submitted. JJC Construction Manager will provide a Stored Material Request package, which consists of the following for your execution.

- A. Stored Materials Request – Request should be submitted 25 days prior to the established billing date.
- B. A fully executed Bill of Sale naming the Owner as purchaser and a guarantee of delivery to the project site. Schedule "A" to the Bill of Sale will list the material to be sold and the total dollar value.
- C. Any material stored off-site must carry additional insurance (All Risk Ryder) for the full invoiced value of the items. The certificate holder should be JJC, The insured party, the payee in case of loss, will be the Owner.
  1. There will be no deductible attached and the policy will provide a minimum of thirty (30) days notice of cancellation to the certificate holder.

2. All certificates must list the Owner as “Additional Insureds”
  3. Provide photographs of the material clearly show identification labels.
- D. Provide arrangements for a designated JJC Construction Manager employee to inspect the material at its stored location.
- E. **Retention on off-site stored materials is 25%**

**5. Contract Close-Out**

- A. When your contract has reached substantial completion, request for contract closeout should be made in writing to the Project Manager. The final billing should include:
- a. General Release and Waiver of Lien
  - b. General Guarantee
  - c. Contractor’s Affidavit / Final Waiver
  - d. Subs/Supplier’s Final Waivers
  - e. Final Consent of Surety (provided by the Bonding Company)

If you have any questions as to the proper execution or use of these forms or any questions concerning these instructions, do not hesitate to call the jobsite or myself.

By earnestly following these instructions a significant contribution will be made to the success of the project to the benefit of all concerned.

**END OF GENERAL REQUIREMENTS OF THE CONTRACT**