Lake Elementary School

For:

Lake Local Schools

Millbury, Ohio

Specifications

Issued For: Kitchen Equipment Bidding

05.19.2023

Prepared by:

THE COLLABORATIVE

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Project No. 106986

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Section 001113 NOTICE TO BIDDERS

Sealed bids will be received by Rudolph Libbe, Inc., acting on behalf of the Board of Education of the Lake Local School District for the Kitchen Equipment Purchase and Installation. The bids will be received at the office of Rudolph Libbe, Inc., 6494 Latcha Road, Walbridge, Ohio 43465 until noon local time on June 14th, 2023 and will be read publicly and recorded immediately thereafter. Late bids will not be accepted and will be returned unopened. Faxed and emailed bids are not permitted.

The estimated Cost of the Work for the project is as follows: \$550,000.00.

The date of substantial completion for the Work is June 14, 2024.

Bids shall be addressed to John MacGregor, Rudolph Libbe, Inc. in a sealed opaque envelope and be clearly marked on the envelope as a bid for the applicable improvements for which the bidder is submitting its bid along with the bidder's name.

This legal notice and the bidding documents, including copies of the drawings, specifications, project manual, bid form, forms of contract and bond, and addenda may be obtained upon written request to john.macgregor@rlgbuilds.com. Rudolph Libbe, Inc. is serving as the Construction Manager at Risk for the overall new school construction, however the contract for Kitchen Equipment Purchase and Installation will be contracted directly to Lake Local School District due to funding requirements.

Bidding documents may also be reviewed at Rudolph Libbe, Inc., 6494 Latcha Road, Walbridge, Ohio 43465 from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for legal holidays.

This Notice to Bidders may be accessed on the School District's website at https://www.lakeschools.org.

Publication date: May 19th, 2023.

Section 002113 Instructions to Bidders

PROJECT:

Lake Local School District Kitchen Equipment Purchase and Installation

THE OWNER:

Board of Education of the Lake Local School District 28090 Lemoyne Road Millbury, Ohio 43447

ARTICLE 1. DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the Contract Documents plus any other item designated as a Bidding Document. The Bidding Requirements consist of the Notice to Bidders, Instructions to Bidders, the Bid Form, Bid Guaranty, bond (as required under Section 4.2.1), and other sample bidding and contract forms. The Contract Documents, which are inclusive of the Bidding Requirements, are enumerated and defined in the Owner-Contractor Agreement. Definitions set forth in the Owner-Contractor Agreement or in other Contract Documents are applicable to the Bidding Documents.
- 1.2 Addenda are written or graphic instruments issued by the Owner prior to the opening of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.3 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- 1.5 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted on the Bid Form in accordance with the Bidding Documents.
 - 1.6 A Bidder is a person or entity who submits a Bid.
- 1.7 The Bid Form is the form furnished in the Bidding Documents that is to be completed, signed, and submitted containing the Bidder's Bid.
- 1.8 Bid Guaranty means a bond or other instrument of security authorized by Ohio Revised Code Section 153.54 submitted with the Bid in accordance with Section 4.2 to provide assurance that the Bidder will execute the Agreement.

1.9 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

ARTICLE 2. BIDDER'S REPRESENTATIONS

- 2.1 The Bidder by making a Bid represents that:
- 2.1.1 The Bidder has read and understands the Bidding Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
 - 2.1.2 The Bid is made in compliance with the Bidding Documents.
- 2.1.3 The Bidder has visited the site and surrounding area, become familiar with the conditions under which the Work is to be performed (including but not limited to the condition, layout and nature of the site and surrounding area; the availability and cost of labor; the availability and cost of materials, supplies and equipment; the costs of temporary utilities required in the Bid; the cost of any required permit or license; the usual weather conditions of the Project location; conditions bearing upon transportation, disposal, handling and storage of equipment, materials and waste; and subsurface and concealed physical conditions and related information provided in the Bidding Documents) and has correlated the Bidder's personal observations with the requirements of Bidding Documents.
- 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
- 2.2 By submitting its Bid, the Bidder understands and agrees that the Contract Sum, based on its Bid and as amended by Change Orders, shall cover all amounts due from the Owner resulting from interference, disruption, hindrance or delay caused by or between Separate Contractors or their agents and employees.
- 2.3 The Bidder agrees that the Bidder will make no request for additional compensation or mitigation of Liquidated Damages for any such interference, disruption, hindrance or delay, and will accept as full satisfaction an extension of the Contract Time which may be provided by the Owner in accordance with the Bidding Documents.

ARTICLE 3. BIDDING DOCUMENTS

3.1 COPIES

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Notice to Bidders in the number and for the dollar amount, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; the Owner does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 The Owner may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Owner errors, inconsistencies or ambiguities discovered.
- 3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request for information which shall reach the Owner at least seven (7) days prior to the date for receipt of Bids. By submitting its Bid, each Bidder represents and agrees, based upon its careful and diligent review of the Bidding Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Bidding Documents for which it has not timely notified the Owner. Bidders who fail to timely provide notification and to request clarification will be expected to overcome such conditions without additional compensation.
- 3.2.3 Interpretations, corrections and changes of the Bidding Documents if determined by the Owner to be warranted will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.
- 3.2.4 In interpreting the Bidding Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise defined in the Bidding Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
- 3.2.5 When the Bidding Documents refer to a period of time by a number of days, it excludes the first day and includes the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday. The term "day" as used in the Instructions to Bidders shall mean a calendar day unless otherwise noted.
- 3.2.6 Bidder is required to comply with all requirements of the Bidding Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Owner at least seven (7) days prior to the date for

receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted, a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation, and a certification from the Bidder that the proposed item is equal in quality and all aspects of performance and appearance, to the item specified. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of Separate Contractors that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

- 3.3.3 If the Owner approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Approvals made in any other manner will not be binding, and Bidders shall not rely upon them.
- 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Bidding Documents.

3.4 ADDENDA

- 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents and to plan rooms where copies of the Bidding Documents are maintained. It is therefore imperative that Bidders provide full and accurate contact information to the Owner, including e-mail addresses. The Addenda may be delivered by e-mail, facsimile, posted to the Owner's website set forth in the Notice to Bidders, posted to an FTP site, or otherwise furnished to each registered plan holder. Addenda will be deemed to have been validly delivered if emailed or otherwise furnished to each firm's contact person of record.
- 3.4.2 Notwithstanding anything to the contrary in Section 3.4.1, all Bidders will be presumed to have actual knowledge of all Addenda posted on the Owner's website relating to the Project, and firms shall not avail themselves of incomplete knowledge and/or lack of familiarity of the Contract Documents and any Addenda thereto resulting from the Bidder's failure to register with and provide accurate contact information to the Owner and/or a Bidder's failure to check the Owner's website.
- 3.4.3 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.5 If an Addendum is issued within 72 hours prior to the published time for the opening of Bids (excluding Saturdays, Sundays, and legal holidays), then the time for opening of Bids shall be extended one week with no further advertising of Bids required.
- 3.5.1 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid may be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity or quality of the Work to be performed in any material manner.

3.6 BASIS OF DESIGN AND ACCEPTABLE COMPONENTS

3.6.1 The Bidding Documents may list components produced by specific manufacturers to denote kind, quality, or performance requirements. The component listed first is the basis of design component, and other listed components are acceptable components. If the Bidder includes an acceptable component in its Bid, the Bidder is responsible for the costs of coordination and modification required.

ARTICLE 4. BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 The Bidder is strongly encouraged (and required, when designated by Owner as mandatory) to attend any pre-bid meetings where questions will be answered regarding the Bidding Documents. Each Bidder will be determined to have actual knowledge of all information provided or discussed at the pre-bid meeting, and additional compensation shall not be based upon the Bidder's failure to attend the pre-bid meeting which results in the Bidder's incomplete knowledge and familiarity of the Project requirements. If not given in the Notice to Bidders, the Owner shall issue notice of the time and place of any pre-bid meeting to each registered plan holder.
 - 4.1.2 Bids shall be submitted on the forms included with the Bidding Documents.
- 4.1.3 The Owner may solicit Bids which combine two or more bid packages. The individual Base Bid amounts of each separate bid package need not total the combination Base Bid amount. The Owner reserves the right to accept or reject any or all separate Bids or combination Bids, in whole or in part, and in any order.
- 4.1.4 All blanks on the Bid Form shall be legibly filled in using a non-erasable medium, and interlineations, alterations and erasures must be initialed in ink by the signer of the Bid.
- 4.1.5 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern where the words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words shall not render the words ambiguous.
- 4.1.6 The wording on the Bid Form shall be used without change, alteration or addition. Any change in the wording or omission of specifying accompanying documents may cause the Bid to be rejected.
- 4.1.7 When an Alternate is listed on the Bid Form, the Bidder shall fill in the blank with an amount to add to or deduct from the Base Bid. Voluntary Alternates are prohibited from becoming the basis of the Contract award.
- 4.1.7.1 If no change in the Bid amount is required, indicate "No Change" or "\$0 dollars."

- 4.1.7.2 Failure to make an entry, or an entry of "No Bid," "N/A," or similar entry for any Alternate shall cause the Bid to be nonresponsive if that Alternate is selected. If the Alternate is not selected, such an entry on that Alternate will not itself render a Bidder nonresponsive.
- 4.1.7.3 Failure to indicate a negative number will indicate the Bidder's intent to increase the Base Bid by the amount entered in the applicable blank. Methods for indicating a negative number may include preceding the number by a minus sign, enclosing the number in parenthesis, or, when provided on the Bid Form, by circling "DEDUCT" or similar words.
- 4.1.8 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation. For a Bid submitted by an agent, the Owner may require submission of a current power of attorney certifying the agent's authority to bind the Bidder. The Bidder may be required to provide evidence of legal authority to perform within the jurisdiction of the Work.
- 4.1.9 In determining which Bid is the lowest, the Owner shall consider the Base Bid and any Alternate or Alternates which the Owner decides to accept in the Owner's sole discretion. The Owner shall have the right to accept Alternates in any order or combination as desired by the Owner and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted. The Bidder further understands and acknowledges that use of add and deduct Alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder understands that based on Alternates selected by the Owner, the Contract award to the lowest responsible Bidder may result in an award to a Bidder other than the Bidder that submitted the lowest Base Bid.
- 4.1.10 If two or more Bidders submit the same Bid amount and are determined to be responsive and responsible, the Owner may select one Bidder by lot in the presence of both Bidders in such manner as the Owner shall determine and such selection shall be final. If one of the Bidders refuses to participate in or fails to be present, the remaining Bidder shall be selected.

4.1.11 UNIT PRICES.

- 4.1.11.1 If Unit Prices are requested on the Bid Form, the amount of the scheduled quantities shall be included in the Base Bid amount. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the estimated quantities on the Bid Form and the actual quantities provided. If Unit Prices are stated to be sought only for informational purposes, they shall not be included in the Bid amount.
- 4.1.11.2 Unit Prices shall include all materials, equipment, labor, delivery, installation, and any other cost or expense, in connection with, or incidental to, the performance of that portion of the Work. Unit Prices shall not include the Contractor's fee on account of the associated Unit Price Work. The Bidder shall submit Unit Prices for all items listed.

- 4.1.11.3 Where there is a conflict between a Unit Price and the extension thereof made by the Bidder, the Unit Price shall govern and a corrected extension of such Unit Price shall be made.
- 4.1.11.4 The Bidder agrees that the Owner may increase, decrease or delete entirely the scheduled quantities of Work to be done and materials to be furnished after execution of the Contract.

4.1.12 ALLOWANCES

4.1.12.1 If Allowances are provided in the Bidding Documents, including the Bid Form, the amount of each applicable Allowance shall be included in the Base Bid amount.

4.2 BID GUARANTY/BOND

- 4.2.1 A Bid Guaranty payable to the Owner and meeting the requirements of Ohio Revised Code Section 153.54 shall be submitted with the Bidders Bid in the form of either (i) a bid guaranty and contract bond meeting the requirements of Ohio Revised Code Sections 153.54(A)(1), 153.54(B) and 153.571 or (ii) a certified check, cashier's check or letter of credit meeting the requirements of Ohio Revised Code Sections 153.54(A)(2) and 153.54(C). The Bid Guaranty shall serve as an assurance that the Bidder will, upon acceptance of the Bid by the Owner, comply with all conditions for the execution of the Contract within the time specified.
- 4.2.1.1 The amount of the bid guaranty and contract bond under Section 4.2.1(i) herein should be the full amount of the Bidder's Base Bid plus all add Alternates with no deduction for any deduct Alternates; a percentage is not acceptable. If the blank line on the bid guaranty and contract bond is not filled in, the penal sum will automatically be the full amount of the Base Bid plus all accepted Alternates. If an amount is inserted, then the failure to state an amount equal to or greater than the total of the Base Bid plus all add Alternates that are accepted shall make the Bid non-responsive. If the successful Bidder provided a bid guaranty and contract bond as its Bid Guaranty under Section 4.2.1(i) and this Subsection 4.2.1.1, then the bid guaranty and contract bond shall become the performance and payment bond.
- 4.2.1.2 A certified check, cashier's check or letter of credit under Section 4.2.1(ii) herein should be equal to ten (10) percent of the Base Bid plus all add Alternates, and a failure to provide an amount equal to or greater than ten (10) percent of the total of the Base Bid plus all add Alternates that are accepted shall make the Bid non-responsive. Any letter of credit shall be revocable only by the Owner. Successful Bidders that provide a Bid Guaranty in the form of a certified check, cashier's check or letter of credit under Section 4.2.1(ii) and this subsection 4.2.1.2 shall, at the time of signing the Contract, provide a performance and payment bond meeting the requirements of Ohio Revised Code Sections 153.54(C) and 153.57.
- 4.2.1.3 A bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be met if the surety currently has an A.M. Best Company Rating of "A-" or higher. A bond must be signed by an authorized agent of an acceptable surety bonding company and by the Bidder. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and a copy of that insurance

company's certificate of compliance should be attached to the bond. Each bond shall also be supported by a power of attorney for the agent signing for the surety.

4.2.2 FORFEITURE

- 4.2.2.1 If for any reason, other than as authorized by Sections 4.4 and 4.5 herein, the Bidder fails to execute the Contract, and the Owner awards the Contract to another subsequent Bidder which the Owner determines is the lowest responsive and responsible Bidder, the Bidder who failed to enter into a Contract shall be liable to the Owner for the difference between such Bidder's Bid amount and the Bid amount of the subsequent Bidder awarded the Contract, but not to exceed ten (10) percent of the Bid amount of the Bidder who failed to enter into a Contract. For purposes of this Section 4.2.2, the Bid amount shall mean the Base Bid and Alternates selected by the Owner.
- 4.2.2.2 If the subsequent Bidder also fails or refuses to execute the Contract, the liability of such subsequent Bidder shall be the amount of the difference between the Bid amount of such Subsequent Bidder and the Bid amount of another subsequent Bidder which the Owner determines is the lowest responsive and responsible Bidder, but not in excess of ten (10) percent of the Bid amount of the subsequent Bidder who failed to enter into a Contract. Liability on account of an award to each succeeding lowest responsible Bidder shall be determined in like manner.
- 4.2.2.3 If the Owner does not award the Contract to another Bidder which the Owner determines is the next lowest responsible Bidder, but resubmits the Project for bidding, the Bidder failing to execute the Contract shall be liable to the Owner for the costs in connection with the resubmission, of printing new Bidding Documents, required advertising and printing and mailing notices to prospective Bidders, but not to exceed ten percent (10%) of such Bidder's Bid amount.

4.3 SUBMISSION OF BIDS

- 4.3.1 The Bid, the Bid Guaranty and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- 4.3.2 Bids shall be delivered to the designated location not later than the time and date for receipt of Bids. The cancellation or delay of the normal business activities of the Owner shall not be construed as an extension of the time and date for the receipt and opening of Bids. Bids received after the time and date for receipt of Bids will be returned unopened regardless of the reason for the delay.
- 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids, regardless of the method of delivery. Ample time should be allowed for transmittal of Bids by mail or otherwise. Bidders should secure correct information

relative to the probable time of arrival and distribution of mail at the place where Bids are to be opened.

4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted Bids will not be considered.

4.3.5 Form of Bid

- 4.3.5.1 Bids shall not contain a recapitulation of the Work to be done.
- 4.3.5.2 Before submitting a Bid, Bidders should carefully examine all of the Bidding Documents, visit the site and fully inform themselves as to all existing conditions and limitations that may affect the Work, including prevailing climate conditions and when the Work will be performed. Each Contractor shall be responsible for its portion of the Work regardless of what Drawing it may appear on or Specification division it is described in.

4.4 MODIFICATION OR WITHDRAWAL OF BID PRIOR TO BID OPENING

4.4.1 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A modification to the Bid amount shall be worded as not to reveal the amount of the original Bid, and changes shall provide an amount to be added to or subtracted from the Bid amount so that the final Bid amount can be determined only after the sealed envelope is opened.

Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. The Bid Guaranty shall be in an amount sufficient for the Bid as resubmitted.

4.5 WITHDRAWAL OF BID AFTER BID OPENING

- 4.5.1 Following the Bid opening, withdrawal of Bids shall be governed by Ohio Revised Code Section 9.31.
- 4.5.2 A Bidder may withdraw a Bid from consideration after the Bid opening if the Bid amount was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith, and the reason for the Bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor, or material made directly in the compilation of the Bid amount.
- 4.5.2.1 Notice of a request to withdraw a Bid shall be made in writing filed with the Owner within two (2) business days after the conclusion of the bid opening. The Owner reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.

- 4.5.2.2 No Bid may be withdrawn under Section 4.5.2 which would result in awarding a Contract involving the same item on another Bid to the same Bidder.
- 4.5.3 If a Bidder withdraws its Bid under Section 4.5.2, the Owner may award the Contract to the next lowest responsive and responsible Bidder, or reject all Bids and rebid the Project. In the event the Owner rebids the Project, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Bidding Documents, required advertising, and printing and mailing of notices to prospective Bidders, if the Owner finds that these costs would not have been incurred but for the withdrawal.
- 4.5.4 If the Owner contests the right of a Bidder to withdraw a Bid pursuant to Section 4.5.2, it shall hold a hearing within ten (10) days after the Bid opening and the Owner shall issue an order allowing or denying the claim of this right within five (5) days after the hearing is concluded. The Owner shall give the withdrawing Bidder timely notice of the time and place of the hearing. The Owner shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing, and the Bidder shall pay the costs of the hearing. Pursuant to Ohio Revised Code Section 119.12, the Bidder may appeal the order of the Owner.
- 4.5.5 In the event the Owner denies the request for withdrawal and the Bidder elects to appeal or otherwise refuses to perform the Contract, the Owner may reject all Bids or award the Contract to the next lowest responsive and responsible Bidder.
- 4.5.6 A Bidder who is permitted to withdraw a Bid under Section 4.5.2 shall not supply material or labor to, or perform a subcontract or other work for, the person to whom the Contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted, without the Owner's prior written consent. The person to whom the Contract was awarded and the withdrawing Bidder are jointly liable to the Owner in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval, in addition to the penalty provided for in Ohio Revised Code Section 2913.31.
- 4.5.7 A request for a withdrawal of a Bid that is made more than two business days after the conclusion of the Bid opening shall be subject to Section 4.2.2 herein.

ARTICLE 5. CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

- 5.1.1 Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders. Bids will be recorded showing the date and time received. Bids received prior to the time of opening will be securely kept, unopened. No responsibility will be accepted for the premature opening of a Bid not properly addressed and identified.
- 5.1.2 The public opening and reading of Bids is for informational purposes only and is not to be construed as an acceptance or rejection of any Bid submitted.

- 5.1.3 The contents of the Bid envelope shall be a public record and open for inspection, upon request, at any time after the completion of the entire Bid opening, except for any information that is not a public record under Ohio law.
- 5.1.4 All Bids shall remain open for acceptance for sixty (60) days following the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Guaranty prior to that date.

5.2 BID EVALUATION

- 5.2.1 The Owner shall have the right in its sole discretion to reject any or all Bids and submit the Project or any components thereof for rebidding. A Bid not accompanied by a required Bid Guaranty or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
- 5.2.2 The Owner will have the right to take such steps as it deems necessary to determine the responsibility of the Bidder and the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner such data for this purpose as Owner may request. Such data may include but not be limited to:
- 5.2.2.1 Overall experience of the Bidder, including number of years in business under present and former business names. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining the overall experience of the Bidder;
- 5.2.2.2 Complete listing of all ongoing and completed public and private construction projects of the Bidder in the last three years, including the nature and value of each contract and a name/address/phone number for each owner;
- 5.2.2.3 Complete listing of any public or private construction projects for which the Bidder has been declared in default; also, any EPA, OSHA or other regulating entity issues or citations in the last ten (10) years;
- 5.2.2.4 Certified financial statement, bank references, and information concerning Bidder as reported by Dun & Bradstreet and other similar reporting services which is not a public record under Ohio Revised Code 149.43;
 - 5.2.2.5 Description of relevant equipment and facilities of the Bidder;
- 5.2.2.6 Description of the management experience of the Bidder's project manager(s) and superintendent(s);
- 5.2.2.7 Complete list of Subcontractors which the Bidder proposes to employ on the Project;
 - 5.2.2.8 Current Ohio Workers' Compensation Certificate;

- 5.2.2.9 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Ohio, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action;
- 5.2.2.10 Any prior rejections of a Bid submitted by the Bidder on a public project.
- 5.2.3 Failure to timely submit the requested information may be grounds for rejecting the Bid.
- 5.2.4 The right is reserved to reject Bids where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is a responsible Bidder.
- 5.2.5 Bids which contain qualifications or conditions that are contrary to the text or intent of the Bidding Documents, and which are inserted in the Bid or submitted subsequent to the Bid opening for the purpose of limiting or otherwise qualifying the obligations of the Bidder, outside of the text or intent of the Bidding Documents, may be subject to disqualification.
- 5.2.6 The Owner reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or to complete Contracts of a similar nature on time, who is not in a position to perform the Contract, or who has habitually, and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, material persons, or employees.
- 5.2.7 The Owner reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure, a minor irregularity or technical deficiency in a Bid, provided the irregularity or deficiency does not affect the Bid amount or otherwise give the Bidder a competitive advantage.
- 5.2.8 The Bidder authorizes the Owner and its representatives to contact the owners and professionals (including but not limited to architects, engineers and construction managers) on projects on which the Bidder has worked. Bidder shall provide the full contact information for such owners and professionals, and Bidder authorizes such owners and professionals to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its Bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or professional or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold harmless such owners and professionals and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and professionals, and the employees of each of them.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 Subject to the right of the Owner to reject each and every Bid, the Owner will award the Contract for the Work to the lowest responsible Bidder. In determining which Bid

is the lowest responsible Bid, the Owner may take into consideration not only the amount of the Base Bid and the Bids for any Alternate the Owner determines to accept but such of the following criteria as Owner, in its discretion, deems appropriate, and Owner may give such weight thereto as it deems appropriate:

- 5.3.1.1 The Bidder's financial condition and ability to complete the Contract successfully without resort to its surety;
- 5.3.1.2 The Bidder's prior experience, including experience with similar work on comparable or more complex projects;
- 5.3.1.3 The management skills of the Bidder, including the competency and experience of the Bidder's proposed supervisory and management staff and the capability of the Bidder to construct and manage the entire Project, including but not limited to the plumbing, fire protection, heating, ventilating and air conditioning and electrical branches or classes of the Work;
- 5.3.1.4 The Bidder's prior history for the successful and timely completion of projects;
 - 5.3.1.5 The Bidder's equipment and facilities;
- 5.3.1.6 The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;
- 5.3.1.7 The Bidder's prior experience on other projects of the Owner, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Bidding Documents and on time;
- 5.3.1.8 The Bidder's history of compliance with federal, state, and local laws, rules, and regulations.
- 5.3.1.9 A Bidder who submits a Bid for Work as a mechanical Contractor, i.e., for electrical, plumbing, hydronics, refrigeration or heating, ventilating and air conditioning, may be required to submit evidence of licensure by the Ohio Construction Industry Licensing Board;
 - 5.3.1.10 The Owner's prior experience with the Bidder's surety;
- 5.3.1.11 The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for Bidder;
- 5.3.1.12 The Bidder's ability to work with the Owner and other Project personnel as a willing, cooperative and successful team member;
- 5.3.1.13 The Bidder shall certify it has not had a professional license revoked in the past five years in Ohio or in any other state;

- 5.3.1.14 The Bidder shall certify it has not been debarred from any public contract, federal, state or local, in the past five years;
 - 5.3.1.15 Other essential factors as deemed appropriate by the Owner;
- 5.3.1.16 The foregoing information with respect to each of the subcontractors and suppliers that the Bidder intends to use on the Project.

ARTICLE 6. POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Owner, as promptly as possible but no later than 48 hours after Bid opening, a bidder's qualification statement using the form contained in the Bidding Documents. If a form is not contained in the Bidding Documents, Bidders shall use the AIA A305 form. Bidder shall thereafter promptly provide the Owner, but not later than 24 business hours after request, with such additional information as the Owner may reasonably request regarding the Bidder's responsibility.

6.2 SUBMITTALS

- 6.2.1 The Bidder shall within 48 hours after Bid opening, or such longer time as may be permitted by Owner, furnish to the Owner in writing the following information. Failure to submit this information within the required time may be grounds for rejection of the Bid:
 - a designation of the Work to be performed with the Bidder's own forces;
 - .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work;
 - .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work;
 - .4 the list of all proposed Subcontractors and suppliers; and
 - .5 the breakdown of the labor and material for the Project, including the sum thereof.
- 6.2.2 The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish materials and perform the Work described in the Bidding Documents.
- 6.2.3 Prior to the execution of the Contract, the Owner will notify the Bidder in writing if, after due investigation, the Owner has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder shall submit an acceptable substitute person or entity at no additional cost to Owner.

6.2.4 Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

6.3 NOTICE OF INTENT TO AWARD

- 6.3.1 The Owner shall notify the apparent successful Bidder of the Owner's intent to award the Bid of the Bidder upon satisfactory compliance by Bidder with the conditions specified in Section 8.4 herein. The Owner reserves the right in its sole discretion to rescind the notice at any time. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest responsible Bidder.
- 6.3.2 It is understood that issuance of the notice by the Owner does not constitute the formation of a Contract between Owner and Bidder, and it is further understood that acceptance by the Owner's governing body of the Bidder's Bid and the execution of a formal written Agreement by both the Owner and Bidder, which Agreement must contain a fiscal officer certificate as required by statute, are conditions to the formation of a Contract.

ARTICLE 7. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on the Form of Agreement Between Owner and Contractor as contained in the Bidding Documents.

ARTICLE 8. SUPPLEMENTAL BIDDING INFORMATION

- 8.1 Communications for the administration of the Contract shall be as set forth in the Contract and, in general, shall be through the Owner.
- 8.2 If the Owner and a Bidder enter into a contract within 60 days of the Bid opening, the Contractor shall pay any and all material, labor or Subcontract cost increases which have occurred since the Bid opening. Contracts entered into beyond the 60 day period may contain additional amounts for cost increases if the cause for delay is not the fault of the Contractor.
- 8.3 By submitting a Bid, the Bidder represents that the Bidder is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Bidder has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under this section.
- 8.4 Prior to the signing of a Contract, the successful Bidder shall furnish (i) certificates of insurance meeting the requirement of the Contract, (ii) performance and payment bond (if required by, and not already provided in accordance with, Section 4.2 herein), (iii) Ohio workers' compensation certificates, (iv) Ohio Secretary of State certification, (v) tax affidavit (Ohio Revised Code Section 5719.042), (vi) contractor consent to escrow agent/agreement or waiver of escrow, and (vii) Proof of enrollment in good standing in the Ohio Bureau of Workers' Compensation ("BWC") Drug-Free Workplace Program ("DFWP") or an equivalent BWC approved DFWP in accordance with Ohio Revised Code Sections 153.03 to 153.031.

- 8.4.1 The award of the Contract and the execution of the Contract are based upon the expectation that the lowest responsible Bidder will comply with the conditions of Section 8.4.
- 8.4.2 Noncompliance with the conditions within five (5) days of the date that the Bidder is notified of the notice of intent to award the Contract in accordance with Section 6.3 herein shall be cause for the Owner to cancel the award for the Bidder's lack of responsibility and award the Contract to another Bidder which the Owner determines is the next lowest responsive and responsible Bidder, or resubmit the Contract for bidding, at the discretion of the Owner.
- 8.4.3 The Owner may extend the time for compliance with the conditions for good cause shown. No extension shall operate as a waiver of the conditions precedent for execution of the Contract.

ARTICLE 9. PREVAILING WAGE RATES

9.1 The Bidder shall base its Bid upon the prevailing rates of wages as established by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act. Refer to the Prevailing Wage (Davis-Bacon Act) provision and wage rates included with the Contract Documents.

Section 004125 PROPOSAL CHECKLIST

This is **not** an official bid document and does **not** need to be submitted with your bid.

This document is offered as an aide to bidders to ensure complete proposals.

The following items must be submitted with your bid:

BID FORM
 BID GUARANTY AND CONTRACT BOND (NOTARIZED)
 BIDDER'S QUALIFICATION STATEMENT
 CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT (NOTARIZED)

BIDDER'S ARE RESPONSIBLE TO ENSURE THEIR BID IS DELIVERED AND TIME STAMPED TO THE OFFICE OF RUDOLPH LIBBE INC., 6494 LATCHA ROAD, WALBRIDGE, OHIO 43465 PRIOR TO THE BID OPENING TIME. THIS OFFICE IS OPEN 8:00AM-5:00PM, MONDAY THROUGH FRIDAY, EXCEPT MAJOR HOLIDAYS.

IF A BID IS MAILED, IT IS THE RESPONSIBILITY THAT ENTITIY SUBMITTING THE BID TO ENSURE THAT THE BID WAS RECEIVED PRIOR TO THE BID OPENING.

END OF PROPOSAL CHECKLIST

Section 004126 BID FORM

Project: Lake Local School District

Kitchen Equipment Purchase and Installation

The undersigned, having read and examined the premises and the Contract Documents, including without limitation the Drawings and Specifications, prepared for the above-referenced Project, and the following Addenda:

Addendum Number		Date of Receipt
submits its E	Bid for the Project.	
Documents,	and that each applicable portion	shall be completed within the time established in the Contract of the Work shall be completed upon the respective milestone is granted in accordance with the Contract Documents.
	gned Bidder proposes to perforn cuments, for the following sums	n all Work for the applicable Contract, in accordance with the :
ITEM 1.	BASE BID (Including Allo	owances and Subtotal of Unit Price Extensions below) -
	ALL LABOR AND MATE	ERIALS, for the sum of \$
	Sum in words:	
	EQUIPMENT PROPOSI	UDE A DETAILED BREAKDOWN OF THEIR ED WITH THEIR BID. THIS BREAKDOWN NEEDS PRICING FOR EACH PIECE OF PROVIDED
ITEM 2.	ALTERNATES : N/A	
ITEM 3.	UNIT PRICES: N/A	
ITEM 4.	ALLOWANCES: N/A	
ITEM 5.	UNIT PRICES: N/A	
	PINNI	ED'S CEDTIEICATION

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

- 1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
- 2. The Bidder represents that the Bid is based upon the standards specified by the Contract Documents.
- 3. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
- 4. The Bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations which may involve interference, disruption, hindrance or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time by Change Order, shall cover all amounts due from the Owner resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees. The Bidder agrees that any such interference, disruption, hindrance or delay is within the contemplation of the Bidder and the Owner and that the Contractor's sole remedy for such interference, disruption, hindrance or delay shall be an extension of time in accordance with the Contract Documents. This provision is intended to be, and shall be construed as, consistent with and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.
- 5. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined Bid, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate Bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate Bid in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate Bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.
- 6. Bidder will enter into and execute the Agreement with the Owner, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute an Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner as provided in the Ohio Revised Code and as applicable to the Owner.
- 7. Bidder certifies that the upon the award of a Contract, it will make a good faith effort to ensure that all of its employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 8. Bidder agrees to furnish any information requested by the Owner to evaluate the responsibility of the Bidder.

9. The Bidder certifies that upon the execution of the Contract, the Contractor shall be enrolled in good standing in the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program (DFWP) or an equivalent BWC approved DFWP throughout the entire Project, in accordance with Ohio Revised Code Sections 153.03 to 153.031. The Bidder acknowledges the responsibility to require all Subcontractors to be enrolled in good standing in the Ohio Bureau of Workers' Compensation DFWP or comparable Bureau of Workers' Compensation approved program that meets the requirements specified in Ohio Revised Code Sections 153.03 to 153.031, prior to the Subcontractor providing labor at the Project site.

Each Bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and **sign the Bid Form**. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form.

BIDDER'S NAME:	
Authorized Signature:	
Print Name:	
Title:	
Company Name:	
Mailing Address:	
Telephone Number:	
Facsimile Number:	()
Where Incorporated:	
Federal ID Number:	
Contact person for Contract processing:	
E-mail of Contact	
Person:	

Section 004313 BID GUARANTY AND CONTRACT BOND

(As prescribed by Section 153.571, ORC)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned
as Principal at
(Address) and
as Surety, are hereby held and firmly bound unto the
as Obligee in the penal sum of the dollar amount of the bid
submitted by the Principal to the Obligee on (date), 20 to undertake
the Project known as:
The penal sum, referred to herein, shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \$\ (If the penal sum is left blank, the penal sum will be the full amount of the Principal's bid, including alternate bids. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including add alternate bids, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-

NOW, THEREFORE, if the Obligee accepts the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of

named Principal has submitted a bid on the above-referenced to Project.

material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the Work covered by the bid; or resubmits the Project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and the printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect, if the Obligee accepts the bid of the Principal, and the Principal, within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we, agreeing and assenting to, that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications, therefore, shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications. The said Surety further stipulates that it is authorized to execute bonds in the State of Ohio, and that the liability incurred is within the limits of Section 3929.02, ORC.

SIGNED this	day of	, 20
PRINCIPAL:		
By:		

SURETY	':
Address:	
By:	Attorney-in-Fact
SURETY	AGENT:
Address:	
Phone:	()

Section 004513

BIDDER'S QUALIFICATION STATEMENT

PART 1: General Information		
	Company Name:	
	Physical Address:	
	Mailing Address:	
	Telephone No. (w/Area Code):	
	Fax No. (w/Area Code):	
	E-Mail Address:	

PART 2: Overall Experience

Indicate Bidder's overall experience performing the trades bid, including the years in business performing the trade under present and former business names.

PART 3: Financial

The apparent low Bidder shall submit, upon request of the Owner, either:

- a. An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,
- b. A financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

This information is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court.

PART 4: Facilities & Equipment

Indicate Bidder's relevant facilities and major equipment (leased or owned).

PART 5: Similar Projects

List five (5) completed projects similar of size and scope of work completed within the past two years, during hours of operation. Include information such as, but not limited to, Project Name & Address, percentage of completion, contact person, and contact's phone number.

Project Name:	Year Completed:
Project Address:	
Contact Person:	Contact Phone No.:
Project Name:	Year Completed:
Project Address:	
Contact Person:	Contact Phone No.:
Project Name:	Year Completed:
Project Address:	
Contact Person:	Contact Phone No.:
Project Name:	Year Completed:
Project Address:	
Contact Person:	Contact Phone No.:
Project Name:	Year Completed:
Project Address:	
Contact Person:	Contact Phone No.:

PART 6: Ongoing & Relevant Projects

List three (3) ongoing and relevant projects currently in progress. Include information such as, but not limited to, Project Name & Address, percentage of completion, and contact person.

Project Name:	Percentage Completed:
Project Address:	
Contact Person:	Contact Phone No.:
Project Name:	Percentage Completed:
Project Address:	
Contact Person:	Contact Phone No.:
Project Name:	Percentage Completed:
Project Address:	
Contact Person:	Contact Phone No.:

PART 7: Regulatory / Contractual

Indicate all occurrences of the following in the last five (5) years (indicate if none). For verification, attach documentation, and/or provide sufficient and appropriate detail information such as: project name, project address, owner, contact person, contact phone number, contract amount, etc.

- a. Prevailing Wage violations or judgments.
- b. Affirmative Action violations.
- c. Contract abandonment, Contract termination, as either a prime- or sub-contractor, or Surety takeover.
- d. Debarment by State, federal or local jurisdictions.
- e. EPA/OSHA violations.
- f. Liquidated damages and Statutory Delay Forfeiture assessed.
- g. Drug-Free Workplace Violations (Provide evidence that the bidder is enrolled in, and in good standing in, a Drug Free Workplace Program approved by the Ohio Bureau of Workers' Compensation "OBWC").

PART 8: Management

Identify individuals assigned to this Project.

Principal:	Years with firm:
Project Mgr.:	Years with firm:
Field Sup't.:	Years with firm:
	formation in this entire Bidder's Qualifications form, including all information, is factual and complete.
Company Name:	
Authorized Official: Date:	Title:
(Sign	nature)

Section 005234

OWNER-CONTRACTOR AGREEMENT

Owner:	Contract and Project: Kitchen Equipment Purchase and Installation		
Board of Education of the Lake Local School District	Contractor:		
28090 Lemoyne Road	Address:		
Millbury, Ohio 43447	Phone:		
	E-mail:		
	Date:, 2023		
The Owner and the Contractor hereby enter into above. The Owner and the Contractor agree as	this Owner-Contractor Agreement ("Agreement") as of the date set forth follows:		
inspections, permits and all other things necessal completion of the Work described in the Contract the means, methods, manners, techniques, sequ OSHA regulations, in connection with the Work.	vices, materials, plant, equipment, tools, scaffolds, appliances, tests, ary and inferable (collectively called the "Work") for the timely and proper at Documents described herein. The Contractor shall be responsible for uences, procedures, or for safety precautions and programs, including		
	icient skilled workers, materials, and equipment to perform the Work in and to the satisfaction of the Owner, so as to complete the Project by the		
	ect supervisor. At the Owner's request, the Contractor will replace the easonable. The Owner's Representative will not be responsible for the or its assistants.		
	lisposal of debris and waste materials and leaving the Project site in a rovide its own waste disposal receptacles and shall not use any		
1.5 The Contractor shall provide for the safe stor	rage and protection of materials and equipment at all times.		
1.6 Upon final completion of the Work, the Controconstructed.	ractor shall provide as-built drawings to the Owner depicting the Work as		
, 2023 (which includes the Bidding I date of this Agreement (such as change directive Agreement. In the event of a conflict among this	vner-Contractor Agreement, the project manual for the Project issued on Documents and Addendum No), and modifications issued after the es and/or Change Orders), all of which are incorporated into this Agreement and any of the other Contract Documents that are not esolved by the Contractor adhering to the stricter requirement.		
and subcontractors, and every right, title, and int and deliver and cause its employees and agents assignments, documents, or other instruments (i ownership of the Contractor's documents. The C Contractor's documents for information, reference Contractor's documents to meet official regulator	cuments, including those in electronic form, prepared by the Contractor terest therein from the moment of creation. The Contractor must execute and all subcontractors to execute and deliver to the Owner any transfers, if any) necessary to vest in the Owner complete right, title, interest in and Contractor may retain copies, including reproducible copies, of the ce, and performance of the Work. The submission or distribution of the ry requirements or for similar purposes in connection with the Project is e Contractor's documents. Any unauthorized use of the Contractor's making the unauthorized use.		
for the satisfactory performance and completion Contractor under this Agreement and the other C	tract Sum") to be paid by the Owner to the Contractor, as provided herein, of the Project and all of the duties, obligations and responsibilities of the Contract Documents is and 00/100 Dollars all federal, state, county, municipal, and other taxes imposed by law,		

including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor is responsible to pay any such taxes. The Contract Sum also includes the cost of any permits required for the Work.

3.2 ALLOWANCES. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Unused allowance shall be credited to the Owner by Change Order.

4.	REPRESENTATIVES.
4.1	, is the "Owner's Representative" with respect to all matters involving the Project.
4.1 Pro	, is the "Contractor's Representative" with respect to all matters involving the Agreement and oject
	Except as specifically stated to the contrary elsewhere in this Agreement, the parties will direct all communications to the other through their Representatives.
4.3	The Contractor at all times will provide the Owner's Representative access to the Work.

5. TIME FOR COMPLETION AND PROJECT COORDINATION.

- 5.1 PROJECT TIME SCHEDULE.
- 5.1.1 <u>SUBSTANTIAL COMPLETION</u>. Contractor shall commence the Work not later than _______ (or such earlied date as authorized by the Owner) and shall attain substantial completion of the Work by not later than ______, unless the Owner and Contractor agree to a different substantial completion date ("Substantial Completion"). For purposes of this Agreement, "Substantial Completion" means that the Work is complete in accordance with the Contract Documents so that the Owner may utilize the Work for its intended purpose, subject to completion of minor punchlist items. "Punchlist items" are items to be completed or corrected prior to final payment that will not interfere with or hinder the Owner's use of the Project.
- 5.1.2 <u>FINAL COMPLETION</u>. Contractor shall attain final completion of the Work not later than twenty-one (21) days after attainment of Substantial Completion. Final completion shall mean that the Work is fully and satisfactorily complete, including punchlist items, in accordance with the Contract Documents.
- 5.2 <u>TIME IS OF THE ESSENCE</u>. THE DATES IN THE PROJECT TIME SCHEDULE ARE OF THE ESSENCE OF THIS AGREEMENT. THE CONTRACTOR WILL PROSECUTE ITS WORK IN ACCORDANCE WITH THE PROJECT TIME SCHEDULE, INCLUDING ANY AMENDMENTS THERETO.

5.3 DELAYS AND ACCELERATIONS.

- 5.3.1 NOTICE OF DELAYS. The Contractor will give the Owner written notice of any delay affecting its prosecution of the Work within seven (7) days of the commencement of the delay. The failure to give the required notice constitutes an irrevocable waiver of the Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. The Owner will determine whether a delay entitles the Contractor to an extension of time. If the Contractor disputes the Owner's determination, then Contractor may submit a Claim pursuant to Article 10 herein. Any extensions of time will only be granted pursuant to the procedures for Change Orders set forth in this Agreement.
- 5.4 <u>PROGRESS REPORTS</u>. The Contractor shall provide weekly progress reports which shall include activities begun or finished during the preceding week, expected completion of activities in progress, activities to be started or finished in the upcoming two weeks, recommendations for adjusting the construction schedule to meet milestone completion, Substantial Completion and final completion dates, and other information requested by Owner.
- 5.5 <u>LIQUIDATED DAMAGES</u>. If the Contractor shall fail, neglect, and/or refuse to attain Substantial Completion of the Work by the date set forth in this Agreement or applicable milestone completion date, Contractor shall be subject to liquidated damages (not a penalty) at the rate of \$500.00 per calendar day. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work and shall be in addition to any other remedies available to the Owner. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due Contractor. Any liquidated damages not so deducted shall be payable by the Contractor to the Owner upon demand. Liquidated damages are not intended to compensate the Owner for any damages the Owner incurs on account of any claims attributable to the Contractor that are brought by others, including separate contractors.
- **6. CORRECTIVE ACTION.** If the Owner determines that the Contractor is not cooperating or coordinating its Work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the

Contract Documents, or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR MUST IMMEDIATELY, AND IN NOT LESS THAN FORTY-EIGHT (48) HOURS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH LESSER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE OWNER, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN FOURTEEN (14) DAYS OF SUCH NOTICE AND/OR, (3) IF THE OWNER INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, MUST IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action will be taken and continued uninterruptedly without waiting to initiate any dispute under Article 10 of this Agreement or the resolution of any dispute initiated under such Article.

7. <u>LIMITATION AND LIABILITY</u>. The Owner's total liability under this Agreement is limited to the Contract Sum unless the parties agree in writing to additional amounts under a Change Order. Under no circumstances will the elected officials, officers, employees, board members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

8. PAYMENT.

8.1 PAYMENT.

- 8.1.1 <u>APPLICATIONS FOR PAYMENT</u>. Payment applications will be submitted on a monthly basis and will reflect the amount of Work completed as of the date the application for payment is submitted. On or before the date of the month specified by the Owner, the Contractor will submit to the Owner, an itemized payment application for such period. Each payment application shall be accompanied by conditional lien waivers and releases from all subcontractors and suppliers to be paid from the payment resulting from the payment application, unconditional lien waivers and releases from all subcontractors and suppliers for which Contractor was required to provide a conditional lien waiver in connection with a prior payment application, and such other data substantiating the Contractor's right to payment that the Owner may require, such as copies of requisitions. Each payment application shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum to the various portions of the Work.
- 8.1.2 The Owner may withhold payment in whole or in part, and may demand that the Contractor refund amounts previously paid, to protect the Owner from loss because of:
 - (a) The Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project time schedule; and failure to follow the directions of or instructions from the Owner;
 - (b) The Work has not proceeded to the extent set forth in the application for payment;
 - (c) Any representations made by the Contractor are untrue;
 - (d) The failure of the Contractor to make payments to its subcontractors;
 - (e) Damage to the Owner's property or the property of another person or laborer;
 - (f) The determination by Owner that the Work cannot be completed for the unpaid balance of the Contract Sum:
 - (g) Contractor's indemnity obligations; or
 - (h) Liens filed or attested account claims received by subcontractor.
- 8.1.3 The Owner will pay the Contractor within thirty (30) days after approval of the Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. The Owner may establish a cut-off date for the submission of the payment application.
- 8.2 <u>RETAINAGE</u>. Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as required by law. The Contractor agrees that the Owner may deposit funds into an interest-bearing savings account or otherwise track the retained funds, with accrued interest, after the contract is 50% complete, and that this deposit is acceptable to the Contractor in lieu of establishing a separate interest-bearing savings account for the deposit of the retained funds. Contractor further agrees that it will execute any documentation requested by Owner related to the manner in which retained funds are held or deposited for the Contractor.
- 8.3 <u>FINAL PAYMENT</u>. Following the final completion of the Work, Contractor shall submit a final payment application for the unpaid balance of the Contract Sum and retainage, which shall be due and payable within thirty (30) days following approval of the payment application. At the time of submission of its final payment application, Contractor shall provide the following: (1) operating manuals, warranties, as-built drawings and specifications showing Work as actually performed, variations from the original Contract Documents and the location of any concealed and/or buried items, utilities, mechanical or electrical systems and components, and other deliverables required by the Contract Documents, and

(2) such other reasonable and customary documents as necessary for Owner to obtain the required title to the Project, including final lien waivers from the Contractor and its subcontractors and suppliers of any tier. In making final payment the Owner waives all claims except for: (i) improper workmanship or defective materials and failure of the Work to comply with the Contract Documents; (ii) terms of any special warranties required by the Contract Documents; (iii) Contractor indemnity obligations; and (iv) liens, security interests or encumbrances arising out of the Agreement and unsettled. In accepting final payment, the Contractor waives all claims except those previously made in writing and which remain unsettled.

9. CHANGE ORDERS/CHANGE DIRECTIVES.

- 9.1 <u>Change Order</u>. A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Project time schedule, if any. Any Work that is beyond the scope of the Work specified for the Project or that modifies the Work specified for the Project must be approved through a written Change Order signed by the parties evidencing their agreement.
- 9.2 Change Directives. Notwithstanding any provision in Section 9.1 to the contrary, the Owner may, without invalidating the Agreement, issue to Contractor a construction change directive directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum, contract time, or both. Upon receipt of a construction change directive, the Contractor shall promptly proceed with the change in the Work involved. The Contractor shall submit promptly to the Owner a claim for adjustment to the Contract Sum and contract time for such revised Work in a manner consistent with requirements of the Agreement provided that Contractor's claim for overhead and profit shall not exceed ten percent. Contractor's cost breakdown for such claim shall be submitted to Owner in a form reasonably satisfactory to Owner

10. CLAIMS.

- 10.1 A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that the Owner's decision to adjust or withhold payment under Section 8.1.2 will not be considered a Claim. The responsibility to substantiate Claims rests with the Contractor. This Article 10 does not require the Owner to make a claim against the Contractor in order for the Owner to exercise its rights and remedies against the Contractor, including but not limited to the imposition of liquidated damages in accordance with the Contract Documents.
- 10.2 Claims must be made by written notice.
- 10.3 If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein must be given before proceeding to execute the Work.
- 10.4 If the Contractor wishes to make a Claim for additional time, the Contractor must include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
- 10.5 The Contractor must make all Claims in writing within seven (7) days after the occurrence of the event giving rise to the Claim. Failure to do so is an irrevocable waiver of the Claim.
- 10.6 The Contractor, within ten (10) days following a written request from Owner, will make available to the Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim and will require its subcontractors, regardless of tier, and material suppliers, to do likewise.
- 10.7 If a Claim has not been resolved within thirty (30) days after submission to the Owner, unless agreed otherwise in writing by the parties, the binding dispute resolution method shall be litigation in a court of competent jurisdiction.
- 10.8 Notwithstanding the foregoing, and subject to other provisions of the Agreement, the Contractor will only be entitled to an extension of the contract time on account of delay in the commencement or progress of Work caused by acts of nature or the public enemy, acts of the government not arising from the Contractor's failure to comply with applicable law, fires, floods, weather, labor disputes and any other type of force majeure event beyond the Contractor's control.

11. DEFAULT OF THE CONTRACTOR.

- 11.1 EVENTS OF DEFAULT. Each of the following constitutes an event of default of the Contractor:
- 11.1.1 (A) The Contractor's failure to perform any of its obligations under the Contract Documents and to proceed to commence to correct such failure within forty-eight (48) hours after written notice thereof from the Owner or such lesser

time as is provided in the Contract Documents; (B) The Contractor's failure thereafter to use its best efforts to correct such failure; and (C) Except when an extension of time is granted in writing by the Owner, to correct such failure within five (5) days after receipt of written notice thereof; and/or

- 11.1.2 The Contractor's failure to pay its obligations as they become due or the Contractor's insolvency.
- 11.2 <u>OWNER'S REMEDIES</u>. Upon the occurrence of an event of default, the Owner will have the following remedies, which are cumulative:
 - 11.2.1 Order the Contractor to stop the Work, which the Contractor will do immediately;
- 11.2.2 To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;
- 11.2.3 To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, all of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ any person or persons to complete the Work, including the Contractor's employees, and the Contractor will not be entitled to receive any further payment until the Work is completed; and/or,
- 11.2.4 All other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.
- 11.3 <u>TERMINATION OF AGREEMENT</u>. The termination of this Agreement is without prejudice to the Owner's rights and remedies, including without limitation the Owner's right to be indemnified by the Contractor.
- 11.4 <u>PAYMENTS DUE CONTRACTOR</u>. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses or damages incurred by the Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of the Owner's staff, Contractor shall be paid for Work satisfactorily performed. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Owner. The obligations under this Section 11.4 will survive the termination of this Agreement.

12. TERMINATION OR SUSPENSION FOR THE CONVENIENCE OF THE OWNER.

12.1 TERMINATION FOR THE CONVENIENCE OF THE OWNER.

- 12.1.1 The Owner may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the Owner's convenience at any time.
- 12.1.2 Upon receipt of a written notice from the Owner terminating this Agreement without cause and for the Owner's convenience, the Contractor will (i) immediately cease performing the Work, unless otherwise directed by the Owner, in which case the Contractor will take the action directed by the Owner, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the Owner, terminate all agreements with subcontractors and suppliers.
- 12.1.3 If this Agreement is terminated without cause and for the Owner's convenience, the Owner will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit for the Work performed up to the date of termination, (ii) for Work performed at the direction of the Owner on and after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders, (iii) for Work necessary to protect and preserve the Work, as determined by the procedures applicable to Change Orders. Contractor shall not be entitled to overhead and profit on the Work that is terminated.
- 12.1.4 The termination of this Agreement will be without prejudice to any rights or remedies that exist at the time of termination.

12.2 SUSPENSION FOR THE CONVENIENCE OF THE OWNER.

12.2.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Sum and contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

13. INSURANCE AND INDEMNIFICATION.

- 13.1 The Contractor shall, without interruption, maintain all forms of insurance required by law as well as insurance set forth in this Section 13.1 for the duration of this Agreement and for no less than five (5) years after the earlier of the termination of the Agreement or final completion of all Work. All such insurance shall be carried in companies licensed to conduct business in the State of Ohio and rated by "Best" Rating Service of A VIII or better. The Contractor shall not cancel or allow to expire a policy of insurance without first securing a replacement policy so as to ensure the continuation of coverage. The Contractor's consultants and subcontractors shall similarly maintain such coverage as required by this Section 13.1:
 - 13.1.1 Workers' Compensation Insurance covering the statutory requirements of the State of Ohio.
- 13.1.2 Employers' Liability with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.
- 13.1.3 Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts: (i) General Aggregate Limit: \$2,000,000 each occurrence; (ii) Each Occurrence Limit: \$2,000,000 each occurrence.
- 13.1.4 Comprehensive Automobile Liability Insurance, including bodily injury, accidental death and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) each occurrence.
- 13.1.5 Excess and/or umbrella liability insurance in excess of the Commercial General Liability Insurance shall be obtained and maintained by the Contractor in the amount of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate annually.
- 13.1.6 If the Work includes environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, asbestos abatement, storage-tank removal, or similar activities), or involves hazardous materials, the Contractor shall maintain a pollution liability policy with (1) a per-claim limit of not less than \$1,000,000 and (2) an annual-aggregate limit of not less than \$1,000,000.
- 13.2 Promptly following execution of this Agreement, the Contractor shall provide the Owner with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. Such Certificates shall provide Owner with written notice of cancellation in accordance with the cancellation provisions applicable to each policy. Owner shall be named as an additional insured on the Commercial General Liability, Comprehensive Automobile Liability and Excess Umbrella policies, and Contractor's policies shall be considered as primary to and without right of contribution from any insurance maintained by Owner.
- 13.3 The Contractor bears the entire risk of loss with respect to tools, equipment, and materials. The Contractor will be responsible for providing property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. If the property insurance requires minimum deductibles, the Contractor shall pay costs not covered because of such deductibles.
- 13.4 The Contractor will indemnify, defend and hold harmless the Owner and the Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees, arising out of or related to the performance of the Work, including but not limited to the failure of the Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. The Owner may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents.
- 13.5 Contractor, on behalf of itself and all of its subcontractors, hereby waives all rights of action and subrogation against Owner and the Additional Indemnitees and their officers, agents, and employees.
- 13.6 In claims against any person or entity indemnified under this Agreement by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Agreement will not be limited by a limitation on amount or type of damages, compensation, or benefits payable for the Contractor or subcontractor under workers' compensation acts, disability

benefits acts, or other employee benefits acts. The Contractor expressly waives any protection or immunity with respect to Workers' Compensation claims related to indemnification given under this Agreement.

14. WARRANTIES AND CORRECTION OF WORK.

- 14.1 Warranties. In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants that:
- (a) Title to all Work covered by a payment application will pass to the Owner no later than the time of payment and that upon submittal of a payment application all Work for which certificates for payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work;
- (b) Materials and equipment furnished will be of good quality and new unless the Contract Documents require or permit otherwise; and
- (c) The Work will be performed in a good and workmanlike manner, will conform to the requirements of the Contract Documents, and will be free from defects.
- 14.2 Correction of Work. The Contractor agrees to correct all construction performed under this Agreement which proves to be defective in workmanship, materials or not in accordance with the Contract Documents for a period of one year from the date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work. The obligations of the Contractor under this Section 14.2 are in addition to and not in limitation of any other warranty or obligation of the Contractor under this Agreement.
- 15. <u>CONCEALED OR UNKNOWN CONDITIONS</u>. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or contract time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Agreement is justified, the Owner shall promptly notify the Contractor, stating the reasons. If Contractor disputes the Owner's determination, the Contractor may submit a Claim as provided in Article 10, and the time limit for initiating a Claim begins to run on the date the Owner issues its determination.
- 16. <u>SUBCONTRACTORS</u>. Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, subcontractors, sub-subcontractors (regardless of tier), suppliers, consultants and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, Contractor, subcontractors, sub-subcontractors (regardless of tier), suppliers, consultants and their agents and employees. The Owner shall be named as a third-party beneficiary under any subcontractor agreement, and the Contractor shall require its subcontractors to name the Owner as a third-party beneficiary under the subcontract agreements. The Contractor hereby assigns, transfers, and conveys to Owner all of Contractor's right, title and interest in and to any subcontract agreement for the Work, which assignment, transfer and/or conveyance shall become enforceable only upon a termination of this Agreement due to the Contractor's default, and only as to those agreements that Owner accepts such assignment, transfer and/or conveyance of by providing written notification to the Contractor. Any agreements assigned to, and accepted by Owner in accordance herewith may, in turn, be assigned by Owner in its sole discretion, without recourse to any person or entity, in which event such assignee shall assume Owner's rights and obligations under the subcontract agreement (as the case may be).
- 17. <u>TERMINATION BY CONTRACTOR</u>. The Contractor may terminate this Agreement upon written notice for any of the following reasons: (i) the Owner's failure to pay the Contractor in accordance with this Agreement which has not been cured by Owner within fourteen (14) days of notice from the Contractor of such nonpayment; and (ii) if the Owner otherwise materially breaches this Agreement, and such material breach has not been cured by Owner within thirty (30) days of notice

from Contractor of such material breach. Upon termination by the Contractor in accordance with this Article, the Contractor shall be entitled to recover from the Owner payment for all Work executed as of the termination date, but not overhead or profit for unperformed Work.

18. GENERAL.

- 18.1 <u>MODIFICATION</u>. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Section or as provided in a modification.
- 18.2 <u>ASSIGNMENT</u>. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.
- 18.3 <u>THIRD PARTIES</u>. Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against the Owner.
- 18.4 <u>LAW AND JURISDICTION</u>. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties will be construed and resolved under the laws of the State of Ohio. The Common Pleas Court for the county in which the Project is located shall have exclusive jurisdiction over any suit which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, except when the U.S. District Court located within the county is determined to have exclusive jurisdiction. The parties waive their right to remove any action filed in a state or local court to federal court.
- 18.5 <u>STATUTE OF LIMITATIONS</u>. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the Owner will not commence until the discovery of such defective or non-conforming Work by the Owner.
- 18.6 NOTICES. Notices, requests, or demands by either party must be in writing, unless otherwise expressly authorized, and must be personally served, given by expedited messenger service, given by certified mail (return receipt requested, postage prepaid), or given by e-mail transmission sent to the e-mail address of a party's designated representative (except that a notice of default and Claims given by e-mail must also be given to a party's designated representative in writing via expedited messenger service or certified mail). Any party may change its address by giving notice hereunder. All notices, requests, and demands will be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by e-mail transmission, the e-mail notice shall be deemed received when the message enters the recipient's inbox, except that if the message enters the recipient's inbox after 5:00 pm, then it shall be deemed received the next business day.
- 18.7 <u>CONSTRUCTION</u>. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.
- 18.8 <u>PARTIAL INVALIDITY</u>. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect, and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.
- 18.9 <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work.
- 18.10 PROJECT SAFETY. The Contractor will be responsible for safety at the Project site and will follow all applicable safety and health regulations during the progress of the Project and will monitor all of its employees and its subcontractors for compliance with such safety and health regulations. The Owner assumes no responsibility for the development, review, or implementation of the any Project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.
- 18.11 <u>EQUAL OPPORTUNITY</u>. The Contractor will not, and it will ensure that its subcontractors, regardless of tier, do not discriminate against any employee or applicant for employment because of age, race, color, national origin, sex, gender, gender identity or expression, transgenderism or transsexualism, sexual orientation, citizenship, ancestry, military

or veteran status, marital status, family status, pregnancy, genetic characteristics, disability or medical condition. Such action includes but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor will ensure that each of its subcontractors, regardless of tier, will state in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to age, race, color, national origin, sex, gender, gender identity or expression, transgenderism or transsexualism, sexual orientation, citizenship, ancestry, military or veteran status, marital status, family status, pregnancy, genetic characteristics, disability or medical condition.

- 18.12 <u>ENTIRE AGREEMENT</u>. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.
- 18.13 <u>WORK CONTINUANCE AND PAYMENT.</u> Unless otherwise agreed in writing, Contractor shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If Contractor continues to perform, Owner shall continue to make payments in accordance with the Agreement.
- 18.14 <u>CRIMINAL BACKGROUND CHECKS.</u> Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of any person, whether an employee of Contractor or of any Subcontractor, that will perform Work or services or otherwise be present at the Project site and within the proximity of minors. Prior to the performance of any services by such employees, the criminal background check shall be performed and completed at Contractor's sole cost and expense. No person shall be employed on site by Contractor or by any Subcontractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 or any equivalent provisions under Federal law or the laws of any of the other states. Contractor shall remove (and shall cause its subcontractor to remove) any person from the Project site found (during the criminal background check or otherwise) to have violated any of the offenses listed in Section 3319.39 of the Ohio Revised Code or equivalent provisions thereof under Federal law or the laws of any of the other states. The foregoing shall not (i) be cause for any claim against the Owner for any reason, including without limitation, interference or delay, and (ii) excuse Contractor or any Subcontractor from meeting the construction schedule.
- 18.15 <u>EXECUTION OF AGREEMENT</u>. Each party agrees that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may also be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart, and signed counterparts of this Agreement may be exchanged through electronic means.
- 18.16 <u>CRIMINAL BACKGROUND CHECKS.</u> Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of any person, whether an employee of Contractor or of any Subcontractor, that will perform Work or services or otherwise be present at the Project site and within the proximity of minors. Prior to the performance of any services by such employees, the criminal background check shall be performed and completed at Contractor's sole cost and expense. No person shall be employed on site by Contractor or by any Subcontractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 or any equivalent provisions under Federal law or the laws of any of the other states. Contractor shall remove (and shall cause its subcontractor to remove) any person from the Project site found (during the criminal background check or otherwise) to have violated any of the offenses listed in Section 3319.39 of the Ohio Revised Code or equivalent provisions thereof under Federal law or the laws of any of the other states. The foregoing shall not (i) be cause for any claim against the Owner for any reason, including without limitation, interference or delay, and (ii) excuse Contractor or any Subcontractor from meeting the construction schedule.
- 18.17 <u>DAVIS-BACON PREVAILING WAGE REQUIREMENTS.</u> Contractor shall comply with the Davis-Bacon Prevailing Wage requirements, including payment of the Davis-Bacon wage rates, set forth in Exhibit A attached to this Agreement.
- 18.18 <u>UNIFORM GRANT REQUIREMENTS</u>. Contractor shall comply with the applicable provisions of 2 C.F.R. Section 200.321(b)(6) [Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms], 2 C.F.R. Section 200.322 [Domestic Preferences for Procurements], 2 C.F.R. Section 200.323 [Procurement of Recovered Materials], and Appendix II of 2 C.F.R. Part 200, including but not limited to: Subsection (C) [Equal Employment Opportunity], Subsection (E) [Compliance with Contract Work Hours and Safety Standards Act of 40 U.S.C. 3701-3708], Subsection (G) [Compliance with Clean Air Act of 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act of 33 U.S.C 1251-1387], and Subsection (I) [Compliance with the Byrd Anti-Lobbying Amendment of 31

U.S.C. 1352]. The provisions of the C.F.R. provisions referenced in this Section, and the requirements referenced therein, are incorporated by reference as if fully rewritten herein.

18.19 <u>DEBARMENT AND SUSPENSION.</u> Contractor represents and warrants that it is not listed as debarred, suspended or ineligible under the System for Award Management and that Contractor is in compliance with Appendix II of 2 C.F.R. Part 200, Subsection (H).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives as of the date first set forth above.

Owner	Contractor
By:(signature)	By:(signature)
(printed name and title)	(printed name and title)
	CERTIFICATE tion 5705.41, R.C.)
under the above Agreement have been lawfully approp	red to meet the obligations of the Massillon City School District priated for such purposes and are in the treasury of the School riate fund, free from any previous encumbrance. This Certificate is Revised Code.
By: Treasurer	
Dated:, 2023	

EXHIBIT A – PREVAILING WAGE (DAVIS-BACON ACT)

1.1 Minimum Wages

1.1.1 All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is included within the Agreement, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Paragraph (a)(I)(iv) of 29 CFR § 5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Paragraph (a)(4) of 29 CFR § 5.5. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination [including any additional classification and wage rates conformed under Paragraph (a)(1)(ii) of 29 CFR §5.5 and the Davis-Bacon poster (WH-1321)] shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- 1.1.2 Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Agreement shall be classified in conformance with the wage determination. Owner shall approve an additional classification and wage rate and fringe benefits therefor only when the following conditions are satisfied:
- .a The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- .b The classification is utilized in the area by the construction industry; and
- .c The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- 1.1.2.1 If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Owner to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Owner or will notify Owner within the 30-day period that additional time is necessary.
- 1.1.2.2 In the event Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Owner shall refer the questions including the views of all interested parties and its recommendation to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise Owner or will notify Owner within the 30-day period that additional time is necessary.
- 1.1.2.3 The wage rate (including fringe benefits where appropriate) determined pursuant to this Subsection 1.1.2 of this Exhibit shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- 1.1.3 Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- 1.1.4 If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for meeting the obligations under the plan or program.

1.2 Withholding.

Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this Agreement or any other Federally assisted contract Owner has with Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractors the full amount of wages required by the Agreement. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper employed or working on the site of the work, all or part of the wages required by the Agreement, Owner may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

1.3 Payrolls and Basic Records.

- 1.3.1 Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years after final payment. Such records shall contain the name, address, and social security number of each such worker, the correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- 1.3.2 In employing apprentices or trainees under approved programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- 1.3.2.1 Contractor shall submit to Owner weekly for each week in which any work is performed a copy of all payrolls. The payrolls submitted shall set out accurately and completely all the information required to be maintained under 29 CFR §5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). This information shall be submitted utilizing Form WH-347 available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. Contractor is responsible for the submission of copies of payrolls by Contractor and all subcontractors. Contractor and all subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to Owner for transmission to the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation for Contractor to require a subcontractor to provide addresses and social security numbers to Contractor for its own records, without weekly submission to Owner.
- 1.3.2.2 Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by Contractor or a subcontractor or agent thereof who pays or supervises the payment of the persons employed under the Agreement and shall certify the following:
- .1 That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5, §5.5(a)(3)(ii), that the appropriate information is being maintained under 29 CFR Part 5, §5.5(a)(3)(i) and that such information is correct and complete;
- .2 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Agreement during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3.
- .3 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Agreement.
- 1.3.2.3 The weekly submission of a properly executed certification set forth on the reverse side of Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by Paragraph (a)(3)(ii)(B) of 29 CFR §5.5, and Contractor or a subcontractor shall utilize said Form WH-347 in submitting the "Statement of Compliance".
- 1.3.2.4 The falsification of any of the above certifications may subject Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

1.3.3 Contractor and subcontractor shall make the records required under Paragraph (a)(3)(i) of 29 CFR §5.5 available for inspection, copying, or transcription by authorized representatives of Owner or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or a subcontractor fail to submit the required records or to make them available, Owner may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

1.4 Apprentices and Trainees.

- 1.4.1 Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or a subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- 1.4.2 Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

1.4.3 Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

1.5 Compliance with Copeland Act Requirements.

Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Agreement.

1.6 Subcontracts.

Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as Owner may by appropriate instructions require, and also a clause requiring Contractor or its subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by it or a subcontractor of any tier with all the contract clauses in 29 CFR 5.5.

1.7 Contract Termination:

Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Agreement, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

1.8 Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference to the Agreement.

1.9 Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any subcontractors) and Owner, the U.S. Department of Labor, or the employees or their representatives.

1.10 Certification of Eligibility.

- 1.10.1 By entering into this Agreement, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- 1.10.2 No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR §5.12(a)(1).
- 1.10.3 The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

1.11 Contract Work Hours and Safety Standards Act.

The following applies to contracts exceeding \$100,000. The term "laborers" and "mechanics" include watchmen and guards.

- 1.11.1 Overtime Requirements. Neither Contractor nor any subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which the individual is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- 1.11.2 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Subsection 1.11.1 of this Article 9, Contractor and any responsible subcontractor shall be liable for the unpaid wages. In addition, Contractor and such subcontractor shall be liable to Owner for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection 1.11.1 of this Exhibit in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required herein.
- 1.11.3 Withholding for Unpaid Wages and Liquidated Damages. Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or a subcontractor under the Agreement or any other federally assisted contract with Contractor or the same subcontractor such sums as may be determined to be necessary to satisfy any liabilities of Contractor or such subcontractor for unpaid wages and liquidated damages as herein provided.
- 1.11.4 Subcontracts. Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in this Section 1.11 of this Exhibit and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractors of any tier with the clauses set forth herein.

1.12 Contractor and all subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Owner and the Department of Labor, and Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

"General Decision Number: OH20230105 04/14/2023

Superseded General Decision Number: OH20220105

State: Ohio

Construction Type: Building

County: Wood County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|If the contract is entered |into on or after January 30, |2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay |option is exercised) on or lafter January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
 - all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

|If the contract was awarded on |. Executive Order 13658 |or between January 1, 2015 and| |January 29, 2022, and the |contract is not renewed or

- generally applies to the contract.
- |. The contractor must pay all|

extended on or after January	covered workers at least
30, 2022:	\$12.15 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification	Number	Publication Date	
0		01/06/2023	
1		04/14/2023	

ASBE0045-004 07/01/2022

	Rates	Fringes	
ASBESTOS WORKER/HEAT & FROS		26.20	

^{*} BROH0046-014 06/01/2022

	Rates	Fringes
BRICKLAYER	\$ 33.53	22.53
TERRAZZO WORKER/SETTER	\$ 33.53	22.53
TILE FINISHER	\$ 29.78	22.53
TILE SETTER	\$ 33.53	22.53

CARP0248-010 05/01/2014

Rates Fringes

CARPENTER (Drywall Hanging and Metal Stud Installation

Only)	\$ 28.22	17.77
CARP0351-002 05/01/2016		
	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and Metal Stud Installation)		19.51
ELEC0008-015 05/23/2022		
	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring)	\$ 44.79	4.5%+21.60
* ELEC0008-016 08/23/2021		
	Rates	Fringes
ELECTRICIAN: CABLE PULLER (Voice/Data/Video)	\$ 11.67 **	4.5%
ELEC0008-017 08/23/2021		
	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only)	\$ 27.81	4.5%+16.23
ENGI0018-048 05/01/2018		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe Crane	\$ 36.64	15.09
ENGI0066-045 06/01/2017		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Forklift	\$ 32.42	19.66 19.66 19.66

IRON0044-020 06/01/2021		
	Rates	Fringes
IRONWORKER, ORNAMENTAL	.\$ 31.32	21.00
IRON0055-012 07/01/2022		
	Rates	Fringes
IRONWORKER, STRUCTURAL (Including Metal Building Structural Frame Installation)	.\$ 33.00	27.20
LABO0500-005 05/01/2021		
	Rates	Fringes
LABORER Common or General; Mason Tender - Cement/Concrete	.\$ 28.98	14.65
PAIN0948-002 07/01/2021		
	Rates	Fringes
GLAZIER	.\$ 29.12	18.89
PLAS0886-002 07/01/2018		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 29.08	20.95
PLAS0886-014 07/01/2018		
	Rates	Fringes
PLASTERER	.\$ 29.08	20.95
PLUM0050-008 07/04/2022		
	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only)	.\$ 44.60	28.51

PLUM0050-009 07/04/2022		
	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation)	.\$ 44.60	28.51
PLUM0050-011 07/04/2022		
	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation)	.\$ 44.60	28.51
ROOF0134-006 07/01/2019		
	Rates	Fringes
ROOFER	.\$ 28.02	20.04
SFOH0669-009 04/01/2021		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	.\$ 39.25	25.81
SHEE0033-049 07/04/2022		
	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)		32.36
SHEE0033-050 07/05/2021		
	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct Installation)	.\$ 35.54	31.89
* UAVG-OH-0021 01/01/2019		
	Rates	Fringes
OPERATOR: Oiler	.\$ 27.56	16.37

STIOH 21	112 - 107	08/29	/2014
DUUIIZ	J	00/23	/

	Rates	Fringes
DRYWALL FINISHER/TAPER	\$ 20.77	7.52
IRONWORKER, REINFORCING	\$ 28.11	17.83
LABORER: Mason Tender - Brick	\$ 18.39	11.04
LABORER: Pipelayer	\$ 23.98	8.58
OPERATOR: Bobcat/Skid		
Steer/Skid Loader	\$ 30.26	12.58
OPERATOR: Bulldozer	\$ 28.07	11.15
OPERATOR: Loader	\$ 29.66	12.61
OPERATOR: Paver (Asphalt,		
Aggregate, and Concrete)	\$ 30.28	13.29
OPERATOR: Roller	\$ 28.83	12.72
TRUCK DRIVER: Dump (All Types)	\$ 24.32	11.73

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

^{**} Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

https://www.dol.gov/agencies/whd/government-contracts.

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.)	All	decisions	bу	the	Administrative	Review	Board	are	final.	

END OF GENERAL DECISIO"

Section 006246

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT

(O.R.C. § 5719.042)

State of Ohio County of	, ss:	
,		("Afficiant") haing first duly owers, despessed and says that
	(Name)	("Affiant"), being first duly sworn, deposes and says that
Affiant is the	O	f
_	(Title)	(Name and Address of Contractor)
		(the "Contractor") and
as the Contrac	ctor's duly authorized rep	resentative, states that effective this day of, 20,
the Contractor	:	
()	is charged with delinqu set forth below:	ent personal property taxes on the general list of personal property as
	County	Amount (include total amount penalties and interest thereon)
	County	\$
	County	\$
	County	\$
()	is not charged with deli any Ohio county.	inquent personal property taxes on the general list of personal property in
		(Affiant)
	firmed and subscribed be, 20	efore me by the above-named Affiant on this day of
		Signature of Notary Public – State of Ohio
		My commission expires:
		(date)



SITE SAFETY AND HEALTH PLAN

All Contractors and Subcontractors Working on the

New Lake Elementary School Lake Local School District

Job # 220306

Jobsite Address: 28150 Lemoyne Rd Millbury, OH 43447

Rudolph Libbe

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SUPPLEMENT DOCUMENTS ATTACHED:

"UTILITY LOCATING PROCEDURE FOR EXCAVATION", "UTILITY LOCATING PROCEDURE UNDER OR IN CONCRETE /ASPHALT", "NOTICE OF EXCAVATION/EARTH DISTURBANCE WORK".

REVISIONS

- Rev 1. Hazard Communication Notice of silica dust
- Rev 2. Change Site Safety Team audits to 4 a month

PROJECT DESCRIPTION

New Lake Elementary School

A new 92,206 sf elementary school including gymnasium and dining areas.

Specific hazards associated with this project that must be addressed in subcontractor's site specific safety program



CORPORATE SAFETY POLICY

Protecting the safety and health of our employees, customers and subcontractors is a core value of Rudolph Libbe.

In our company culture, only safe behaviors and safe conditions are acceptable. Every worker is responsible and held accountable for implementing our safety program and completing every task safely. With the personal commitment of every worker, we achieve the only acceptable outcome: zero incidents and everyone going home every day in the same condition in which they arrived at work.

For Rudolph Libbe to achieve safety excellence, each worker must demonstrate an active and visible personal commitment to safety by:

- Making sure the people you work with feel your personal commitment to safety.
- Complying with all safety rules, even when you're alone.
- Correcting every unsafe act or condition you see, no matter how busy you are.
- Making sure that recommendations from safety flashes and audits are implemented wherever you work.
- Accepting responsibility for safety in your work area and using the Safety Department as a resource and consultant to support you.
- Constantly looking for ways to improve jobsite safety.
- Demonstrating to everyone that you put safety first and demanding the same from everyone you work with.
- Taking a moment before performing each task and asking yourself, "Am I about to perform this task safely?" Continue working only when you've taken all safety precautions and eliminated all hazards.
- Actively participating in safety planning.

We recognize that safety is a commitment 24 hours a day, seven days a week. We support our associates in making safety as important at home as it is at work.

When everyone makes good choices that ensure safe outcomes, every task will be completed without incident, regardless of the challenges we may face.

INTRODUCTION

This Site Safety and Health Plan has been established in order to:

- Minimize, with intent to eliminate, personal injury, property damage and loss of productive time.
- Minimize all direct and indirect incident costs.
- Increase employee skills, morale and efficiency.
- Provide for the safety of the public, Rudolph Libbe and subcontractor employees.

Managers, supervisors, subcontractors and the individuals who compromise our work force are entrusted with the primary responsibility to effectively build each project with 100% safe behaviors in 100% safe conditions, resulting in zero incidents.

This safety plan shall apply to all contractors and subcontractors working on the project. Rudolph Libbe shall be responsible for monitoring all their subcontractors' safety compliance with the site safety plan.

Company policy dictates that reported/identified undesirable acts or conditions be immediately corrected because delay in correcting any hazard can result in an incident.

Supervisors, who are unable or unwilling to secure personnel performance in compliance with the contractual obligations of safety, are not acceptable as supervisors and shall be removed from the project.

All workers shall have authority to order immediate cessation and correction of any unsafe behavior or condition.

All workers on the project are required to fully comply with all applicable safety rules and regulations.

The Owner, Lake Local School District, has the right to monitor contractors' operations for safety performance, workmanship, security, and protection of operations, work progress, housekeeping and compliance to design specifications. The contractor will still be responsible for ensuring safe work practices. It is general practice that the School District will work through the contractor's supervision and not directly with the employee. However, actions that jeopardize personnel safety, company property or security may be dealt with directly and can result in disciplinary action up to and including termination of the employee, subcontractor and/or the subcontract itself.

DUTIES AND RESPONSIBILITIES

Rudolph Libbe Management and Supervision

All levels of management and supervision, through their actions and choices actively demonstrate a visible commitment to zero incidents. In doing so,

- Management and supervision understand that the safety of our employees, customers, and subcontractors is a core value of our company.
- Management and supervision hold themselves responsible and accountable for achieving zero incidents.
- Management clearly defines their expectations and assures that they are well communicated and understood by all associates.

Jeff Schaller as President of Rudolph Libbe is responsible for insuring active participation in the Safety Program by all employees.

Mark A. Hoffman as Health & Safety Director of Rudolph Libbe will provide corporate level management oversight of the Program including, but not limited to, the following activities:

- Providing technical and administrative guidance and assistance to the project team.
- Visiting projects and analyzing data, records and programs; and
- Preparing reports and recommendations pertaining to the overall Safety Program.

Chris Stueve as Project Manager of Rudolph Libbe Inc is responsible for establishing and maintaining the Corporate Safety and Health Program at the project site in accordance with all established corporate safety policies and procedures.

Brian Liedel also as the On Site Project Supervisor of Rudolph Libbe is responsible for the implementation and enforcement of this Site Safety Plan and the Corporate Safety and Health Program at the project site in accordance with all established corporate policies and procedures for all Rudolph Libbe associates and Subcontractors.

Responsibilities of Site Project Supervisor include:

- Monitor all subcontractors for compliance with the site safety plan.
- Authorize necessary action to correct undesirable acts and/or conditions reported or observed involving R/L associates or subcontractors.
- Make individual contacts with contractors and subcontractors supervisors regarding safety when necessary.
- Authority to stop work of Rudolph Libbe or any Rudolph Libbe subcontractor when an unsafe condition or behavior is identified.
- Make periodic audits of work areas to monitor Rudolph Libbe associates and subcontractors' compliance with the site safety plan.
- Provide and enforce use of appropriate personal protective equipment.
- Hold weekly "tool box" training meetings with all employees. Records of such meetings shall be forwarded weekly.
- Take immediate action to correct undesirable work practices or conditions of Rudolph Libbe or our subcontractors.
- Maintain a clean work area and good housekeeping at all times.
- Follow up on all safety recommendations submitted by Rudolph Libbe and the School District.
- Ensure compliance with substance abuse testing requirements.

• Ensure all employees have a negative drug test within the last 12 months or have a drug test in progress

Holly McGarry as Safety Supervisor of Rudolph Libbe is responsible for assisting the project team in the implementation and enforcement of the site safety plan at the project site in accordance with all established corporate policies and procedures. The Safety Supervisor shall have the authority to stop work in progress if a safety hazard exists.

Responsibilities of the Safety Supervisor include:

- Make periodic audits of work areas to monitor Rudolph Libbe and subcontractors compliance with the site safety plan.
- Authorize necessary action to correct undesirable acts and/or conditions reported or observed.
- Make individual contacts with contractors and subcontractors supervisors regarding safety when necessary.
- Communicate safety information to the site supervisor regarding hazards that may affect their operations.
- Periodically attend "tool box" training meetings and evaluate effectiveness.
- Provide required reports to the Lake Local School District.
- Establish a permanent and formal record relating to safety for all activities for the duration of the project.

To meet unusual conditions or circumstances, additional regulations may be required on specific jobs at the discretion of the Safety Supervisor.

Subcontractor(s)

Subcontractors are required to provide competent supervisors who have the authority and responsibility to implement and enforce safe work practices and behavior as mandated by the subcontractor's Safety Program, this Project Safety Program and all Federal/State safety and health regulations during each phase of the work. Each subcontractor is responsible for the safety of its employees, the employees of its lower-tier subcontractors, and any other individuals exposed to hazards they create or become aware of.

The subcontractor shall develop a site-specific safety plan which addresses the scope of work, anticipated hazards and measures to eliminate/minimize the hazards during the performance of the work. The plan must meet or exceed the requirements of the Contractors safety program, and all applicable federal, state, local or other applicable regulations, as well as Owner's safety requirements, programs or facility regulations. Subcontractors shall submit their plan to Rudolph Libbe for review prior to beginning work. The subcontractors shall ensure all work activities are completed with 100% safe behaviors in 100% safe conditions by:

- Planning and conduct all work in compliance with the site safety plan.
- Providing and enforce use of appropriate personal protective equipment.
- Holding weekly "tool box" safety meetings with all employees. Records of such meetings shall be forwarded weekly.
- Taking immediate action to correct undesirable work practices or conditions.
- Immediately reporting to the Rudolph Libbe Project Supervisor any observed undesirable practices and conditions that are not within the jurisdiction of Rudolph/Libbe or its' subcontractors' which affect the safety of Rudolph Libbe or subcontractor employees.
- Always maintaining a clean work area and good housekeeping.
- Following up on all safety recommendations submitted by Rudolph Libbe or the School District.

- Providing investigation reports on all incidents to the Rudolph Libbe Project Supervisor.
- Immediately notifying the Rudolph Libbe Project Supervisor of any incident that causes injury or damage to property, conduct an immediate investigation, and forward a written report to the Rudolph Libbe Project Supervisor within 24 hours.
- Appointing a "Safety Coordinator" who will be available to Rudolph Libbe Project Team and the Owner to administer the site safety plan. This worker must meet the requirements of a competent person as listed below.

OSHA defines a "competent person" as:

One who can identify existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to the employees, and who has the authorization to take prompt corrective measures to eliminate them.

Subcontractor Safety Coordinator

- Shall establish, enforce, educate, supervise and direct all personnel associated with the project in the requirements of the policies, procedures and site safety programs.
- Shall have the authority to stop operations when undesirable acts or conditions are identified or take necessary disciplinary action for repeated non-compliance to safety policies and procedures as established for the project.
- Authorize necessary action to correct undesirable acts and/or conditions reported or observed.

Employee

All employees are required to comply with all applicable, project and safety rules and regulations. Other responsibilities, rights and privileges include:

- Have the right to refuse to work in unsafe conditions or perform unsafe acts
- All employees have the authority to stop and correct (if possible) any unsafe act or condition they encounter.
- Contact your supervisor with any safety concerns.
- When in doubt of how to safely perform an assigned task, request instruction
- Promptly report all incidents to your supervisor.

DOCUMENTS

The following documents shall serve as minimum guidelines for compliance with this project safety program for work performed by Rudolph Libbe and its Subcontractors.

- All applicable OSHA, Federal, State and Local regulations
- The Rudolph Libbe Safety and Health Manual
- This Project Safety Program
- Owner Contractual Requirements
- Other reasonable safety rules and practices and practices established by the School District prior to or during the work of the contract.

The contract documents, established corporate policies and procedures, were reviewed during the development of this Project Safety Program. Whenever appropriate, either prior to and/or during construction, this program may be revised or amended to address or define the safe work practices associated with work activities or specific safety concerns occurring at this project.

A copy of the documents listed above will be available at the Project office for review by subcontractor's supervisory personnel.

In the event of a discrepancy between any of the requirements, the most stringent shall be enforced.

Rudolph Libbe and all subcontractors shall maintain all federal, state and local postings as required, as well as posting the local emergency numbers: fire, police, and ambulance.

All subcontractors selected to work on this Project must have, maintain, and enforce their own safety programs in compliance with current OSHA standards and with this site safety plan.

SUBCONTRACTOR SAFETY

Before beginning work at the site, each subcontractor must attend a pre-job meeting to insure they fully understand our expectations to actively work to achieve safe behaviors and maintain safe conditions, which will result in completion of the project with zero incidents.

At the pre-job they will be required to submit a copy of their company safety program and site-specific safety plan to the Project Supervisor. At a minimum the safety policies and procedures pertaining to each subcontractor's scope of work shall be included. In addition, the name of the on-site safety coordinator and corporate individual responsible for the implementation and enforcement of the contractor safety program shall be forwarded to the Rudolph Libbe Project manager

Subcontractor's management and employees are an extension of our zero-incident culture and will be held accountable for executing all work with safe behaviors and conditions.

Supervisors who are unable or unwilling to secure personnel performance in compliance with the contractual obligation of safety are not acceptable as supervisors and shall be removed from the project by Rudolph Libbe or the School District.

COVID-19 SAFE WORK PLAN

Workers are required to self-monitor for COVID-19 symptoms. Workers should stay home AND notify their supervisor if they have symptoms of, or test positive for COVID-19.

If a worker exhibits symptoms of COVID-19 during the workday, the worker should immediately notify their supervisor and leave the project.

All workers should practice good hygiene, and social distancing when possible.

SAFETY PLANNING, HAZARD ASSESSMENT AND CONTROL

Safety is an integral part of each phase of project planning, beginning with the decision to pursue an opportunity, including planning, design, estimating, construction, turnover, close out and maintenance.

All associates must actively anticipate hazardous conditions and behaviors and take actions to prevent them to achieve zero incidents.

Pre-Job Planning

Pre-job start safety planning includes development by the project team of a Project Plan that incorporates the following safety related subjects (as required):

- Location of the Rudolph Libbe job site office and the subcontractor offices and lay down areas.
- Location of the project bulletin board.
- Perimeter of the construction zone, locations of fencing, barricades and access/egress to the site.
- Parking zones for construction works and staff.
- Specific street striping, signage, and barricades as required by a city or state traffic control plan.
- Material and equipment off-loading/staging areas both within and outside of the construction zone.
- Locations of building access and egress by construction personnel.
- Trash disposal, dumpster locations
- Concrete truck and concrete pump staging areas.
- Temporary power source locations, such as transformers, generators, panel boards and utility poles.
- Temporary water hose bibs, fire hydrants and extinguishers.
- First aid kit and eyewash station.

Pre-Job Plan & Safety Analysis

A Pre-Job Plan and Safety Analysis should be prepared by all subcontractors for all jobs. The analysis should identify the activity to be performed, the anticipated hazards, and the measures to be implemented to eliminate or reduce each hazard to an acceptable level.

Pre-Task Planning

All subcontractors and lower tier subcontractors are required to perform twice daily documented pre-task planning at the crew level.

Evaluation of Workplace and Worksite Conditions

Job site safety audits are essential to provide for the safety of Rudolph Libbe employees, its subcontractors, other individuals on site and the public. As a basic principle of incident prevention, undesirable conditions and behavior must be identified and corrected immediately.

Subcontractors must conduct periodic safety audits to identify and evaluate workplace hazards whenever new substances, process, procedures, or equipment are introduced at the Project or whenever the subcontractor is made aware of new or previously unrecognized hazard.

The Rudolph Libbe Project Supervisor should perform daily audits of the work activities under his direction for the purpose of identifying and correcting undesirable work conditions and/or behaviors.

The Rudolph Libbe Safety Supervisor should periodically tour the project to identify and evaluate hazardous work conditions or behaviors that arise during work activities by Rudolph Libbe and our Subcontractors.

Subcontractor's supervisory personnel should perform daily inspections of all scheduled and unscheduled work activities performed by their employees for the purpose of identifying and correcting undesirable work conditions and/or behaviors.

The Rudolph Libbe Project Manager should perform periodic inspections of the project to identify and correct undesirable work conditions and/or behaviors that may occur during work activities by Rudolph Libbe and our subcontractors, and to evaluate the safety performance of the Rudolph Libbe and subcontractors' supervisors.

Rudolph Libbe Senior Management should perform scheduled and/or unscheduled safety inspections of the construction site to identify undesirable work conditions/behaviors that may occur during work activities by Rudolph Libbe and our subcontractors, and to evaluate the effectiveness of the Project Safety Program and compliance with, and enforcement of, safety and health regulations. Additionally, he/she should evaluate the safety performance of the Rudolph Libbe and subcontractors' supervisors.

Correction of Undesirable Work Conditions/Behaviors

Upon notification or discovery that an undesirable act or condition exists in the workplace, which is the responsibility of Rudolph Libbe or our Subcontractors, which cannot be immediately abated without endangering personnel or property, Rudolph Libbe will notify all Rudolph Libbe associates and subcontractor supervisory personnel to remove themselves and/or their employees from the area, except those necessary to correct the hazard

If the undesirable condition or act is a result of a contractor who is not under the control of Rudolph Libbe and presents a hazard to Rudolph Libbe employees or its subcontractor employees, Rudolph Libbe will notify all its employees and subcontractor supervisory personnel to remove themselves and/or their employees from the area and notify The School District of the hazard and request that it be corrected immediately. No work may resume until the hazard has been eliminated.

No worker will be required or knowingly permitted to work in an area where an undesirable condition exists, except as necessary to correct the condition, and then only after proper precautions have been taken by the worker's direct supervisor to protect the workers while doing such work.

All undesirable acts or conditions observed or discovered, which are under the control of Rudolph Libbe will be promptly corrected by the subcontractor or Rudolph Libbe personnel responsible for the existence of the hazard or exposure of its personnel.

During audits or walkthroughs by Rudolph Libbe representatives, hazards and/or apparent violations may be noted. In some cases, a verbal request may be sufficient to obtain correction of a noted hazard.

Should the supervisory personnel of a subcontractor fail to correct a hazard in a timely manner after receiving either verbal or written notification from Rudolph Libbe of such undesirable work condition or behavior that is attributable to the actions or inactions of the subcontractor's employees, agents, subcontractors, suppliers, or others; then Rudolph Libbe will take the necessary corrective actions to abate the hazard and back charge the subcontractor accordingly.

FIND IT - FIX IT

The Find it – Fix it process is a key component of the project safety program. The process allows workers to use their knowledge, experience, and personal commitment to safety to proactively identify and eliminate unsafe acts, conditions, and behaviors before they lead to an incident.

Through participation in the Find it – Fix it process, workers are actively involved in achieving the goal of safety excellence and assume responsibility for each other and their work environment.

All contractors and subcontractors' employees are eligible to participate.

No disciplinary actions will result from any Find it - Fix it submission.

Monthly project winners will be selected based on "best finds".

Workers should act by:

- Talk to the worker (peer to peer).
- Correct or remove the hazard or equipment and tag if necessary.
- Protect the hazard.
- Notify supervisor if necessary.
- Complete the form or submit using the Rudolph Libbe Safety App:
 - -Do not identify people by name.
 - -Turn the completed form into supervisor.

Supervisors should, if necessary, verify action has been taken to eliminate the identified hazard, and send the completed form to the Rudolph Libbe project team.

SAFETY TRAINING AND EDUCATION

All subcontractors are required to train their employees in accordance with OSHA standards and the site safety plan. Documentation of training shall be made available upon request.

All primary Rudolph Libbe and subcontractor project supervisors must have completed an OSHA 30-hour construction safety course.

All workers assigned to the project must attend a site safety orientation before beginning work.

All workers should receive training and instruction prior to beginning new job assignments for which training has not previously been received or whenever the contractor is made aware of a new or previously unrecognized hazard.

Training and/or instructions will be provided to the Rudolph Libbe personnel, when new substances, processes, procedures, or equipment that present new hazard(s) are introduced to the workplace.

Subcontractor supervisory personnel will receive instructional and training information regarding potential jobsite hazards; emergency action plan(s) and new substances, processes, procedures or equipment introduced to the project through their attendance at pre-construction orientation meetings, weekly subcontractor safety/schedule meetings, and through written communications from Rudolph Libbe and/or The School District.

Subcontractor supervisory personnel shall retain full responsibility for providing instructions and training regarding safety and health hazards those personnel under their direction and control may encounter.

Subcontractor supervisory personnel shall retain full responsibility for providing instructions and training regarding safety and health hazards to those workers who are under their direction.

Rudolph Libbe will maintain a copy of the applicable regulations at the project site and the project team will receive updates and recommendations from the Corporate Safety Director regarding these documents as they relate to current and future operations.

RECOGNITION PROGRAM

Rudolph Libbe will celebrate with, and recognize individuals that are consistently successful at maintaining safe conditions and utilizing safe behaviors throughout the project.

Eligibility for recognition will be determined by a review of contractor safety planning, required documentation, compliance with the project safety and health plan, employee interviews and site observations.

HAZARD COMMUNICATION ("RIGHT-TO-KNOW") PROGRAM

Each subcontractor shall be responsible for training his or her own employees in hazard communication/GHS.

Each Rudolph Libbe subcontractor shall submit copies of SDS's (in an organized binder) or provide access to an electronic/computer database for products to be used on the project to the Rudolph Libbe Project Supervisor. The SDS's shall be made available in the field office and updated as necessary for the duration of the project. All subcontractors shall be required to provide access to their SDS's for the use of their employees.

All hazardous materials arriving on the site must be labeled, stored, and managed as required by the SDS.

Rudolph Libbe does not permit dry sweeping when such activity could contribute to exposure to respirable crystalline silica. Wet sweeping, floor sweeping compound, or filtered vacuuming must be used when feasible. Dry sweeping will be permitted when cleaning ordinary soil, large debris, and non-silica containing material such as sawdust.

ENVIRONMENTAL

Rudolph Libbe is committed to continually improving their environmental performance and expects all subcontractors to work in conjunction with The School District and Rudolph Libbe toward this goal.

Rudolph Libbe and all subcontractors shall not discharge anything to drains and/or sewers without prior approval from the Rudolph Libbe Project Supervisor.

Rudolph Libbe and all subcontractors shall provide adequate spill release prevention from all bulk materials including on-site fuel tanks.

Subcontractors shall immediately notify the Rudolph Libbe Project Supervisor of any abnormal conditions found during excavation activities at the site, or any spills by their employees or agents on the project site.

Subcontractors shall label, store, and dispose of all their materials including waste materials offsite.

Subcontractors shall minimize the effects of noise, odor, light, fugitive dust emissions, and traffic movement on, and adjacent to the project site.

SAFETY REVIEW AND SAFETY MEETINGS

Subcontractor Safety Meetings

Scheduled safety meetings shall be held and coordinated by the Rudolph Libbe Project Supervisor. All subcontractors' safety coordinators are required to attend this meeting. Safety concerns, as well as other job site issues will be addressed. Discussion will include ways to eliminate/minimize the hazards and exposure. Appropriate scheduling may resolve safety items in question.

The Rudolph Libbe Project Supervisor may require special safety meetings. All safety coordinators shall be required to attend.

Each meeting shall be documented as to topic, date, content, and attendees.

Weekly Toolbox Safety Meetings

A weekly toolbox safety meeting shall be conducted by each subcontractor for its employees.

Incidents and near misses during the previous week shall be reviewed, discussed, and action to prevent recurrence discussed. The safe way of performing the work and the nature of the hazards should be discussed.

Each meeting shall be documented as to topic, date, content, meeting presenter and attendees. Documentation from all subcontractors shall be available to the owner upon request. Rudolph Libbe subcontractors shall retain documentation and a copy forwarded to the Rudolph Libbe Project Supervisor on a weekly basis.

Site Safety Committee Meetings

A Site Safety Team will be established on the New Lake Elementary School project. The goal of the team is to promote safe work habits, acts and procedures thru active involvement of everyone on the project.

The team will consist of the Project manager, Project supervisor, and employee representatives from Rudolph Libbe and its subcontractors performing work.

Contractors with a short duration of work or a small number of workers may not be required to participate on the Site Safety Team.

Members of the team shall perform at least four documented weekly audits per month of the project to recognize desirable acts and conditions as well as identify undesirable acts and conditions.

SUBSTANCE ABUSE PREVENTION PROGRAM

All Rudolph Libbe and subcontractor workers working on the New Lake Elementary School project shall be required to comply with this substance abuse prevention program to protect the safety and health of personnel and visitors at the project.

All Rudolph Libbe and subcontractor employees must comply with and remain current with the AGC of Northwest Ohio Substance Abuse policy or the applicable policy. If an alternative policy is to be used, it must meet the requirements of the AGC of Northwest Ohio Substance Abuse policy and be submitted two weeks prior to starting on site.

All Rudolph Libbe and subcontractor workers assigned to the project must provide documented proof of a negative drug test printed within fourteen (14) days prior to the employee coming on site.

In the event of an injury or incident that requires off site medical treatment, results in property damage, or may have resulted in injury or property damage ("near miss"), the worker injured or responsible and any other workers involved or associated with the incident will be required to submit to a drug/alcohol test immediately after the incident, but in no case later than the time limit listed in the applicable Substance Abuse Policy.

This program prohibits the manufacture, possession, sale, use, or workers under the influence of illegal substances and alcohol in the workplace. All employees must abide by the provisions of the Federal Drug-Free Workplace Act of 1988.

Drug testing is required for all subcontractor employees and trades people, prior to working on the project.

The provisions of this program shall not apply to the extent that they are inconsistent with federal or state law.

THE NORTHWEST OHIO SUBSTANCE ABUSE POLICY

Information Chart and Screening Levels

Drug Class (Common Names)	Drugs included	Screening cutoff	Confirmation Cutoff
Amphetamines Extended (Speed, Eve, Crystal, (Ecstacy, Ecstasy, X)	Amphetamine Methamphetamine MDMA MDA MDEA	500 ng/mL	250 ng/mL
Benzolecgonine (Cocaine metabolite)	Cocaine	150 ng/mL	100 ng/mL
Opiates Extended (Vicodin, Oxycontin, Dilaudin, Darvon, Demerol, Heroin, Horse)	Morphine Codeine Synthetic Opiates	300 ng/mL	300 ng/mL
Phencyclidine	Phencyclidine (PCP)	25 ng/mL	25 ng/mL
Tetrahydrocannabinol Cannabinoids (THC – marijuana metabolite)	Marijuana (THC)	50 ng/mL	15 ng/mL
6-Acetylmorphine (6AM)	6AM	10 ng/mL	10 ng/mL
Barbiturates	Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines (Valium, Librium)	Benzodiazepines	300 ng/mL	300 ng/mL
Methadone	Methadone	300 ng/mL	300 ng/mL
Propoxyphene	Propoxyphene	300 ng/mL	300 ng/mL
Creatinine	Creatinine	20 mg/dL	20 mg/dL
Tramadol (Ultram)	Tramadol	300 ng/mL	300 ng/mL
	1		

INCIDENT REPORTING AND INVESTIGATION

The Rudolph Libbe Project Supervisor shall be notified of any incident that caused injury, damage to property, equipment or material, or a near miss incident as soon as you know about, without fear of retaliation.

A "near miss" (defined as an incident that had the potential of resulting in injury to personnel, property damage, disruption of operations and/or third-party liability claims) will be investigated.

A completed incident report shall be provided to the Rudolph Libbe Project Supervisor within eight hours of incident. Prompt and immediate corrective action shall be taken to prevent recurrence.

The Rudolph Libbe Project manager shall notify The School District of all incidents as required.

Each Rudolph Libbe Subcontractor and lower-tier subcontractor is required to complete a Monthly Injury Summary. The completed form shall be provided to the Rudolph Libbe Project Manager by the fifth (5th) day of each month.

EMERGENCY PROCEDURES

Emergency phone numbers shall be posted.

Emergency Response

In the event of a medical, fire or security emergency notify the Rudolph Libbe Project Supervisor, and the appropriate emergency service (fire, ambulance, police).

If an ambulance or other emergency service is called to the project, a worker (s) should be assigned to direct the emergency vehicles into the site and to the scene of the emergency.

Evacuation Plan

An air horn or other audible device will be readily available at the Rudolph Libbe trailer should an emergency occur. This air horn will be activated to signal the need to evacuate the project and assemble at the designated location (s). Each subcontractor will gather their crew and ensure that all workers are accounted for.

First-Aid

- Each subcontractor is responsible for providing a readily available first-aid kit in all work areas and ensures they are kept fully stocked.
- Each subcontractor shall be responsible for providing transportation for any employee requiring off-site medical attention. Any worker requiring off-site medical treatment will be required to submit to a post-incident drug/alcohol test.
- Each subcontractor shall have at least one person currently certified in first aid and CPR on site.

Fire

The use of any fire equipment must be reported to the Project Supervisor immediately so the equipment can be replaced as soon as possible.

Severe Weather

When severe weather is anticipated or present, Rudolph Libbe and the subcontractors should determine if their work force should be sent home, evacuated temporarily, take shelter on site until weather subsides, or other option. In addition, preparations should include the following applicable items:

- The use of cranes during high wind conditions should be in accordance with manufacturer recommendations or OSHA standards, whichever is more stringent.
- Secure crane booms by lying down.
- Any roof structure that could collapse due to the weight of snow should be monitored and snow accumulation removed to prevent collapse.
- Tie down or remove loose material.
- Secure portable toilets.
- Secure and cover stored material and equipment.
- Check tie-ins of hoist and tower cranes; install additional tie-ins, if necessary.
- Dispose of all trash and scrap material.
- Block and secure fuel tanks and drums.
- Ensure that all trucks and equipment are full of fuel as well as gasoline/diesel safety cans.
- When lightning is observed, all outside construction activities must stop and workers must seek shelter. Outside work activities may resume once 20 minutes has passed since the last observed lightning at the project.

Bomb Threats

Subcontractors shall immediately notify the Rudolph Libbe if they receive a bomb threat.

If an evacuation is required, warning systems shall be sounded.

The work area shall be evacuated immediately.

Workers shall be instructed to meet at the designated area for a head count by their employers.

Workers may return when the area is released by security or police.

The person receiving a bomb threat call should:

- Keep the caller on the line if possible. Ask the caller to repeat the message. Record words spoken by the person, as completely as possible.
- If the caller does not indicate the location of the bomb or the time of possible detonation, ask for this information.
- Pay particular attention to peculiar background noises, such as motors running, background music, and any other noise that may provide a clue as to where the call is being made.
- Listen closely to the voice (male or female), voice quality (calm, excited), accent and/or speech impediments.
- Immediately after the caller hangs up, report the call to the Rudolph Libbe Site Supervisor, call police and then complete a written bomb threat incident report.

WEAPONS

Weapons are not permitted on Rudolph Libbe projects or Lake Local School District property.

Individuals shall immediately notify the Rudolph Libbe project Supervisor if an individual is known or suspected of having a weapon in their possession on Lake Local School District property. The Lake Police Department shall be immediately notified and has the responsibility for any and all actions. Rudolph Libbe and subcontractors shall not confront the individual.

DISCIPLINARY ACTION PROCEDURES

The success of the New Lake Elementary School project, to a large extent, depends on employee cooperation and strict compliance with established safety rules, regulations and policies. All employees are required to comply with the safety rules pertaining to the task they are assigned.

The purpose of discipline is not to penalize the employee, but to assist in changing undesirable work habits into good ones, thereby eliminating the potential for injury or damage. The individuals responsible for reporting non-compliance will be Rudolph Libbe personnel, as well as the School District personnel. Those individuals bearing witness to unsafe behaviors or conditions will notify the Rudolph Libbe Project Supervisor after having corrected the situation if it is flagrant.

In order to be effective, the disciplinary program must be enforced in a fair and consistent manner, taking into account the severity of the undesirable act or condition and any previous disciplinary problems.

To ensure compliance, infractions of the safety rules or acts committed by an employee should be handled according to the following progressive discipline guidelines and documentation of such infractions will be kept in that individual's file.

Enforcement Procedure:

First Offense: Verbal Warning

• In instances where a worker is observed committing an undesirable act or condition, the worker is to be informed that their actions are jeopardizing theirs or others safety. The exact nature of the hazard and what is acceptable is to be thoroughly explained to the worker. The violation is to be brought to the attention of the worker's supervisor and an informal written note made and filed in the project safety file. If the undesirable act is of a serious nature, a written reprimand may be issued for a first offense.

Second Offense: Formal Warning Reprimand

If a worker is observed committing an offense for a second time, a formal safety warning reprimand shall be issued. This reprimand will explain the nature of the hazard in detail. The violation is to be brought to the attention of the worker's supervisor. The worker will receive the original reprimand, and a copy shall be filed in the project safety file.

Third Offense:

• A second formal reprimand regarding the same safety violation by a worker shall result in the worker being removed from the project and not permitted to return to the site.

Three formal written safety reprimands of various offenses shall result in the worker being removed from the project and not permitted to return to the site.

A worker may be banned from working for Rudolph Libbe or on this project at any time if the violation is flagrant or involves a serious offense.

<u>Serious safety violation</u>: A safety violation that could result in a serious injury or fatality. May or may not also be a flagrant violation.

<u>Flagrant safety violation</u>: Knowing the safety requirement and intentionally not complying. May or may not also be a serious violation.

Examples may include but are not limited to:

- Not using fall protection at six (6) feet or above: walking beams without fall protection, climbing in/out of aerial lifts without 100 percent fall protection.
- Removing a lockout device without following the proper procedure.
- Speeding/reckless operation of a motor vehicle, cart, lift or similar mobile equipment.
- Blatant refusal to use proper personal protective equipment or follow other safety requirements.
- Failure to report incidents and or damage to any Rudolph Libbe or other contractor property.
- Willful destruction of Rudolph Libbe, the New Lake Elementary School, or other contractor property.
- Not using the lockout procedure when required.

Any Rudolph Libbe associate refusing to comply with the requirements established in the Rudolph Libbe Project Safety Program or any applicable State/Federal Occupational Safety and Health Regulation may be subjected to disciplinary action up to and including termination.

Any subcontractor worker refusing to comply with the requirements established in the project safety program or any applicable Federal Occupational Safety and Health Regulation is not acceptable. Such workers who are removed from the project for non-compliance with the project safety program will not be eligible for re-employment on the project.

Subcontractor supervisors who are unable or unwilling to secure personnel performance in compliance with the contractual obligations of safety shall not be acceptable as supervisors and shall be removed from the project.

GENERAL WORK RULES

Safe and efficient employment on the job site requires a spirit of teamwork and cooperation from all workers. Also required are uniform standards of expected behavior. Workers who fail to comply with federal, state and site regulations will be subject to disciplinary action up to and including removal from the project. In cases not specifically mentioned, workers are to refer any questions to their supervisors.

BOLD ITALICS identify the site safety requirements that exceed government minimums.

- 1. All contractors are required to safeguard hazardous conditions that they create, by means such as: lights, barricades, or fencing.
- 2. Hard hats and safety glasses with rigid side shields shall be always worn. Other personal protection such as respiratory and/or hearing protection shall be worn as required.
- 3. Clear glasses shall be worn inside buildings or in low light conditions. Dark glasses are not permitted to be worn inside buildings and low light conditions.
- 4. Safety glasses and a full-face shield are required when using grinders or abrasive cut-off saws, or when using or transferring liquid chemicals which may be corrosive or absorbed through the skin.
- 5. <u>All</u> workers must always wear gloves when on the New Lake Elementary School project. Workers must wear gloves appropriate for the task being performed. This may require switching gloves as tasks change and present different hazards.

The following activities do not require the wearing of gloves:

- When in trailers not performing work related tasks.
- Equipment operators (mobile equipment and vehicles) when in a fully enclosed cab. Gloves must be put on before exiting the cab.
- When performing high dexterity tasks such as working with small screws or bolts, small piping, or terminating wires on control systems. Gloves must be put on upon completion of task.
- When using drill presses, lathes, bench grinders, table saws or similar equipment.
- 6. At a minimum, required work attire includes shirts with at least 3" sleeves, long pants and sturdy work shoes or boots (no sneakers).
- 7. All workers shall always wear a yellow/green high visibility shirt, vest, or jacket as their outermost garment while on site.
- 8. Welding shields and face shields must be attached to the hardhat.
- 9. Smoking, smokeless tobacco and E-cigarettes are not permitted on the construction site, in trailers or in storage areas. The use of these products is only permitted in owner designated areas during breaks and lunch time. All butts must be disposed of in the proper container. Smoking in "restricted" or "no smoking" areas shall be grounds for removal from the project.
- 10. All workers using aerial lift equipment must be trained. Aerial lifts shall be used to lift worker(s), and materials that will fit in the basket/platform or using manufacturers approved attachments. Operators must have certification available.
- 11. A full body harness with retractable shall be used when using any type of aerial lift (including scissors lifts).
- 12. Check tools and equipment daily. Damaged/defective tools and equipment, including ladders, shall be removed from service, and tagged "Unsafe Do Not Use" or rendered inoperable.
- 13. Ground fault circuit interrupters (GFCIs) shall be used on all electrical circuits (temporary and permanent circuits, and generators and welders) when using plug- and cord-connected tools/equipment and task lighting.

- 14. Personnel who operate powder-actuated tools shall be trained in safe operating procedures prior to use. Documentation of training shall be available upon request.
- 15. No makeshift or jury-rigged tools or equipment are permitted on this site.
- 16. Tools, equipment, or material shall not be left or placed on beams, overhead walkways, or places where they may fall.
- 17. When working on electrical/mechanical equipment, a proper lockout procedure shall be followed.
- 18. Equipment guards can be removed only after the lockout procedure has been completed. This includes testing the equipment for any stored energy.
- 19. No workers will be allowed to enter a confined space until they have completed a confined space-training program.
- 20. Report all unsafe practices and conditions to your supervisor. All workers are encouraged to approach other workers about safety infractions.
- 21. Willful and/or repeated violations of the safety rules or safe work practices may result in removal from the site.
- 22. All injuries no matter how slight, damage to property, equipment, or material or near misses shall be reported to your employer as soon as possible, but no later than the end of shift.
- 23. This site prohibits the manufacture, possession, sale or working under the influence of illegal substances and alcohol in the workplace. All employees must abide by the provisions of the Federal Drug-Free Workplace Act of 1988, and by the terms of the Substance Abuse Prevention Program.
- 24. Gambling, horseplay, and other misconduct are not permitted. Fighting, firearms, and explosives are prohibited within the construction area. Violators will be removed from site.
- 25. Stay alert for moving equipment.
- 26. Workers shall ride only in vehicles designed to transport personnel. Workers are not allowed to ride in the rear of a dump truck or pick-up truck, on tractors, forklifts, or similar equipment. Violators will be removed from the site.
- 27. All excavations shall be benched, sloped, or shored to prevent cave-in.
- 28. Never store materials near firefighting equipment. Access must be always maintained.
- 29. Tampering with or unauthorized removal of fire extinguishers from assigned locations shall result in disciplinary action.
- 30. Always maintain a clean work area and good housekeeping. Designated lunch and break areas shall be kept clean.
- 31. Welding screens/curtains will be used in areas where other workers could be exposed to the arc from welding.
- 32. Store and use gas cylinders in a secured, upright position. Valve protection caps shall be in place when cylinders are not in use. Oxygen is to be stored 20 feet away, or separated by a five-foot firewall, from acetylene and other fuels.
- 33. All refueling and changing of fuel bottles (LPG) will be performed outside buildings. Propane tanks, whether full or empty, shall be stored outside in approved locations.
- 34. Fall prevention and/or protection are required for all work activities at or above six (6) feet. This includes but is not limited to structural steel erection, concrete formwork, decking installation, roofing, and work performed from scaffolds. The use of safety monitors and controlled decking zones is not permitted.
- 35. Proper barriers, railings or covers must be provided for work areas, including floor/roof openings, pits, open sides of walls and along roof lines and excavations (both inside and outside), including unfinished work causing floor obstructions.
- 36. When performing overhead work that poses a hazard, appropriate barricades and/or a ground safety person shall be utilized.
- 37. The work platform on a scaffold must be fully planked.

- 38. The working level on mobile scaffolds shall not exceed four (4) times the minimum base dimension.
- 39. There will be no unauthorized use or possession of tools, equipment, or materials owned by others. Failure to comply will result in removal from the site.
- 40. Misuse or willful destruction of property and/or equipment will result in removal from the project.
- 41. Only authorized and trained personnel shall be permitted to operate equipment, vehicles, valves, electrical switches, and similar machinery.
- 42. All workers who operate a forklift/powered industrial truck must have a current operator's card.
- 43. Rudolph Libbe and the School District has a zero-tolerance policy regarding harassment and discrimination.
- 44. Access to Safety Data Sheets (SDS) are available in the Rudolph Libbe site office and the other subcontractor's site offices.
- 45. Radios, electronic devices playing music or similar devices are not allowed on the project. These devices will be confiscated.
- 46. Use of personal cell phones is limited to lunch and break times.
- 47. Workers who rig loads to be hoisted by a crane, or who signal cranes, must be trained, and have documentation available.

PERSONAL PROTECTIVE EQUIPMENT

Hard hats meeting ANSI Z89.1 are required for all workers and shall be worn as approved by the manufacturer.

All workers or other persons admitted to the jobsite shall always wear a yellow/green high visibility shirt, vest, or jacket as their outermost garment while on site.

ANSI approved safety glasses with rigid side shields, or goggles, shall be always worn by all employees while on project sites, except:

While in offices and field trailers.

During meals or breaks, provided no work is being performed in the area.

Equipment operators in fully enclosed cabs.

Truck drivers and operators/passengers of a vehicle when inside the cab.

Safety glasses/goggles and other eye/face protection must meet or exceed the current ANSI Z-87.1 standards.

workers whose vision requires the use of prescription glasses may wear ANSI approved prescription safety glasses if the glasses and frame and ridged side shields meet the ANSI standard or wear ANSI approved safety glasses/goggles designed to be worn over prescription glasses.

Clear glasses shall be worn inside buildings or in low light conditions. Dark glasses are not permitted to be worn inside buildings and low light conditions.

Welding shields and face shields must be attached to the hardhat.

Hearing protection devices shall be required when noise levels exceed 85 decibels.

Work boots in good condition are required and must be always worn. No tennis shoes, soft-soled shoes or steel-toed sneakers shall be permitted.

All workers must always wear gloves when on the New Lake Elementary School project. Workers must wear gloves appropriate for the task being performed. This may require switching gloves as tasks change and present different hazards.

The following activities do not require the wearing of gloves:

- When in trailers not performing work related tasks.
- Equipment operators (mobile equipment and vehicles) when in a fully enclosed cab. Gloves must be put on before exiting the cab.
- When performing high dexterity tasks such as working with small screws or bolts, small piping, or terminating wires on control systems. Gloves must be put on upon completion of task.
- When using drill presses, lathes, bench grinders, table saws or similar equipment.

Workers must wear gloves appropriate for the task being performed. This may require switching gloves as tasks change and present different hazards.

Glove selection must be based on performance characteristics of the glove, working conditions, duration of use, and hazards present such as cuts, abrasions, punctures, thermal burns, harmful temperature extremes, chemical burns, irritation, or exposure to harmful substances.

To protect employees from chemical hazards, the supervisor/worker should review the SDS to determine the proper type of glove to adequately protect the worker.

If the wearing of gloves would create a greater hazard while a task is being performed, the supervisor must submit a written request for a variance to Rudolph Libbe describing the task and indicate why wearing gloves would create a greater hazard. The request must also describe what steps will be taken to prevent hand injuries.

Safety glasses and a full-face shield are required when using tools such as grinders, partner saws, block saws and any other similar equipment, or when using or transporting liquid chemicals that may be corrosive or absorbed through the skin.

Workers exposed to vehicular traffic shall wear high visibility green reflective vests.

CONCRETE AND MASONRY

Each contractor shall have available at the job site; formwork, shoring erection and removal plans as required.

All protruding rebar that employees can fall into or onto shall be guarded to eliminate the hazard of impalement. This includes stubbed-up conduit and pins driven into the ground for braces.

Employees placing rebar at elevations over six (6) feet above the ground, slab, or other working surfaces shall be required to use appropriate positioning and fall-arrest equipment.

Reinforcing steel shall not be hoisted by #9 wire. Overhead hoisting with shakeout hooks is not permitted.

SILICA

All concrete and masonry work must be in accordance with the OSHA Silica standard. All subcontractors must have a Silica plan applicable to their work.

Rudolph Libbe does not permit dry sweeping when such activity could contribute to exposure to respirable crystalline silica. Wet sweeping, silica-free floor sweeping compound, or filtered vacuuming must be used when feasible. Dry sweeping will be permitted when cleaning ordinary soil, large debris, and non-silica containing material such as sawdust.

CONFINED SPACE ENTRY REQUIREMENTS

The New Lake Elementary School project may have confined spaces requiring a written permit prior to entry, in accordance with the OSHA standard for permit-required confined spaces.

Rudolph Libbe and any subcontractors involved in a confined space entry must meet all federal, state and company standards relative to confined spaces, including:

- OSHA Requirements.
- Demonstration of proof that workers who enter, act as standby attendants,
- issue permits or perform rescue team functions, have been trained.
- Issuance and posting of confined space entry permits by qualified permit issuers.
- Appropriate confined-space instrumentation to measure oxygen levels, explosive atmospheres or the presence of toxic gases.
- When welding or burning in a confined space, ventilation is required.
- Necessary rescue equipment.

ELECTRICAL

Only trained and qualified personnel shall be permitted to work on electrical/mechanical equipment and installations. Those trained personnel will adhere to the applicable electrical standards included in the NFPA 70 and NEC codes and regulations. This does not include the resetting of ground fault circuit interrupters (GFCI).

GFCIs shall be used on all 110-volt electrical circuits (temporary and permanent circuits and generators and welders) when using plug- and cord-connected tools, equipment, and task lighting. The electrical contractor is responsible for providing GFCI protected circuits for the duration of the project.

Damaged electrical tools and equipment shall not be permitted on site.

Cords and cables shall either be suspended a minimum of seven feet above the walking surface (with an insulated hanger) or shall be placed in such a manner to prevent damage or constitute a tripping hazard.

All temporary lighting, including that in trailers, shall be protected by guards if not equipped with shatterproof bulbs.

EXCAVATION & TRENCHING

The contractor shall submit the name of the competent person regarding excavations to the Rudolph Libbe Project Supervisor prior to any excavation beginning.

The contractor or subcontractor performing the excavation shall identify any known underground interference on all excavation drawings. For excavations where interferences are shown, the contractor or subcontractor must hand-dig to locate the interference.

All excavations, which workers enter, shall be inspected and documented daily by a competent person. If environmental conditions change, such as heavy rains, the excavation may warrant additional documented inspections. These inspections shall be kept on file for review.

All excavations greater than five (5) feet must have a protective system in place which meets the OSHA requirements.

To minimize the potential for injury, damage to existing utilities and to identify underground obstructions, Rudolph Libbe and subcontractors must complete the Rudolph Libbe "Notice of Excavation /Earth Disturbance Work" form before work begins on any excavation or earth disturbance which penetrates six (6) inches or more in the ground. Rudolph Libbe and subcontractor employees must also comply with the Rudolph Libbe "Utility Locating for Excavations" and "Utility Locating Under/In Concrete or Asphalt" procedures before and during any excavation.

STEEL ERECTION

The erector must develop a written erection and bracing plan that complies with OSHA and industry standards and building manufacturer instructions. The plan must include a step-by-step explanation of the bracing installation/relocation/removal process, as well as a drawing identifying the location and type(s) of bracing to be used as the erection progresses. The plan must be sufficient to secure the structure against loads that may be encountered during erection, including wind and erection operations. The plan must include provisions to ensure site-specific employee training and the contractor must monitor and ensure compliance.

The plan must include a description of how the erector will monitor weather conditions before beginning work and throughout the workday and adjust the work in response to the weather. The plan must identify maximum wind speed for steel erection activities and the wind speed at which the steel erection area should be vacated for safety reasons, and how the area(s) to be vacated will be identified and communicated to Rudolph Libbe. The contractor must provide or have access to an anemometer (wind monitoring device) to determine wind speed at the jobsite.

The erector must submit this plan to Rudolph Libbe one week before beginning erection. Rudolph Libbe's review of the plan is to confirm that the erector has prepared and will implement the plan. Rudolph Libbe's submission requirements do not relieve the erector of its sole responsibility to ensure the stability of the structure. Rudolph Libbe hires contractors based on their special expertise and will not review the procedure for compliance with applicable OSHA standards.

Rudolph Libbe will ensure the steel erector has written notifications that concrete has cured to proper strength requirements and repairs, replacement and/or modifications made to anchor bolts meet strength requirements. Notification must be documented by the completion of the Rudolph Libbe "Notification of Concrete/Masonry Test Results and Anchor Bolt Modification, Repair or Replacements" form.

Rudolph Libbe or the assigned contractor must inspect and accept control of and responsibility for the fall protection systems installed by the steel erector, such as guardrails and floor opening covers when the steel erector leaves the site. Inspection and acceptance of the fall protection systems must be documented on the "Inspection and Acceptance of Fall Protection Systems" form.

FALL PROTECTION

All employees exposed to a fall of six (6) feet or greater shall be protected from falling by using guardrail systems, safety nets, catch platforms, personal fall-arrest systems, or other means to prevent falls. This includes, but is not limited to, structural steel erection, concrete formwork, decking installation, roofing and work performed from scaffolds. The use of safety monitors and controlled decking zones is not permitted.

All employees working at elevations of six (6) feet or exposed to a fall of six (6) feet or greater shall be trained in the proper use, inspection, and storage of fall protection equipment. Training shall be documented and available upon request.

Personal fall arrest system shall consist of a full body harnesses and shock-absorbing lanyards/retractable/rope grabs.

Personal fall arrest/restraint systems shall be used when occupying any type of aerial lift (including scissors lifts).

All personal fall arrest systems shall be attached to an anchorage point capable of supporting a minimum of 5,000 pounds, or twice the maximum intended load.

During scaffold erection and dismantling, employees exposed to a fall of six (6) feet or greater shall be protected from falls when an appropriate anchorage point is reasonably available unless the subcontractors can show that such protection creates a greater hazard.

Exceptions: The six (6) feet rule shall be required unless the contractor can show that it is not feasible or creates a greater hazard. The Rudolph Libbe Health & Safety Director must be contacted prior to the work being conducted.

All cable guardrail systems shall be constructed with eye-to eye connections with the proper number of cable clamps as recommended by the manufacturer, and have a turnbuckle installed to maintain the correct tension in the system.

FIRE PROTECTION/PREVENTION

All subcontractors shall provide appropriate fire extinguishers to protect their workers.

Each trailer shall be equipped with at least one 10lb. ABC-rated fire extinguisher.

All employees shall be trained in the type and use of fire extinguishers. Training shall be documented and available upon request.

Smoking is permitted only in designated smoking areas. Smoking in all other areas is prohibited.

The Rudolph Libbe Project Supervisor shall designate fuel storage areas. "No Smoking or No Open Flame" signs shall be conspicuously posted. Appropriate fire extinguishers shall be in the immediate area.

Electrical bonding and grounding shall be required when transferring flammable liquids in quantities greater than 5 gallons to prevent sparks through static electricity.

At least one portable fire extinguisher having a rating of not less than 20-B units shall be located not less than 25 feet, nor more than 75 feet, from any flammable liquid storage area located outside.

A fire extinguisher shall be immediately available during welding or cutting operations. This fire extinguisher shall be in addition to the general building fire protection.

Unless in original containers, only UL-approved metal safety cans with flash arrestors shall be used for the handling and use of flammable and combustible liquids of five (5) gallons or less.

Use of gas or diesel-powered tools and equipment in enclosed spaces shall be always avoided. Exceptions may be made only if the use of the power tool(s) and/or equipment is determined necessary and authorized by the Rudolph Libbe Project Supervisor. In the case of such exceptions, measures shall be taken to ensure adequate ventilation to prevent build-up of exhaust gases and fuel vapors.

All gasoline or diesel-powered equipment operating adjacent to or inside a building or structure shall have a fire extinguisher, rated not less than 2A20BC, available for use.

When practical, objects to be welded, cut, or heated should be moved to an area free of fire hazards. If the object cannot be moved, all movable fire hazards shall be moved out of the area, and all other hazards protected.

When the welding, cutting, or heating operation is such that normal fire prevention precautions are not sufficient, additional personnel (fire watch) shall be assigned to guard against fire while the hot work is being performed and for 30 minutes after completion of the work to ensure that no possibility of fire exists. When heat-generating operations are to be performed above floor level, a fire watch must be present in the event of a fire or other incident.

When operations are conducted on walls, floors and ceilings, steps shall be taken to ensure against fire hazards on the opposite side from the work.

HOISTING EQUIPMENT AND MATERIAL HANDLING

All mobile equipment brought on site must have an operator manual available.

Damaged/defective equipment shall not be permitted on the project.

No crane, boom truck or similar hoisting device shall be used on the project until the Rudolph Libbe crane form has been completed.

Current annual inspections must accompany all cranes.

The subcontractor shall insure a formal, documented monthly crane inspection is performed by a qualified person. Copies shall be made available upon request.

All vehicles/material handling equipment shall be equipped with functioning backup alarms and warning horns.

Only trained and authorized personnel shall be permitted to operate hoisting equipment.

Only trained and qualified operators shall be permitted to operate powered industrial trucks.

Tag lines should be used when hoisting all material overhead, unless this creates a greater hazard, or when loading and unloading trucks.

Overhead hoisting with shakeout hooks is not permitted.

Operators of cranes and mobile equipment shall be required to inspect their equipment prior to start-up each day to ensure that the equipment is in safe operating condition. Inspection shall be documented. If any condition exists to prevent safe operation, it shall be brought to the immediate attention of the contractor, and the machine shall be shut down and taken out of service until corrective action can be taken. All corrective work and repair performed because of an inspection shall be documented. Documentation must be available upon request.

Hand signals for crane use shall be posted. Only trained and qualified personnel shall be permitted to signal the crane operator.

A critical lift form shall be completed when the materials being hoisted meet or exceed 75% of the crane's rated capacity, or the lift requires more than one crane, and be submitted to the Rudolph Libbe Project Supervisor 24 hours prior to the lift.

Crane suspended personnel platforms shall not be used, unless the erection, use and dismantling of conventional means of reaching the work site would be more hazardous or not possible. No hoisting of personnel should be done without the approval of the Rudolph Libbe Health & Safety Director. This includes the hoisting of injured workers. The only exception is if the injury is lifethreatening (heart attack, severe bleeding, etc.).

The operation of hoisting equipment in the vicinity of overhead high-voltage lines is a recognized construction hazard, and as such, adequate planning shall eliminate or reduce the exposure as much as possible. However, when the operation of hoisting equipment within 20 feet of power lines is unavoidable, no work may proceed until approved by the Safety Department.

MOTOR VEHICLES

All site vehicles are to have no more passengers than seats available on the vehicle. Personnel carts, golf carts or similar vehicles, where permitted, shall have only as many riders as seats

available. Failure to follow this requirement will lead to termination of employees from the project.

Operators of motor vehicles shall possess a valid drivers' licenses.

The number of vehicles permitted on site shall be at the discretion of Rudolph Libbe.

All vehicles entering/leaving the project shall be subject to search.

HOUSEKEEPING

A neat and orderly Rudolph Libbe job is fundamental to efficient, incident-free performance, and each contractor must establish a sound program of housekeeping. Good housekeeping shall be planned at the beginning of the job, and carefully supervised and followed until final clean up. Housekeeping shall be the responsibility of every employee. Below are general requirements for a safe and efficient job site (but is not limited to just these items):

- Rubbish, debris, waste, and useless material should be removed from work areas as well as office/trailer areas as they accumulate, but no less often than daily.
- All boards, planks, blocks, debris, and other material with projecting nails shall be removed. The nails must be bent over immediately.
- All formworks should be promptly removed to storage/staging areas after stripping operations are completed.
- All stairways, corridors, ladders, catwalks, ramps, passageways, and work platforms should be kept clear of loose material and trash.
- Hoses, welding leads, electrical cords, etc. should be placed overhead or out of walkways to eliminate tripping hazards.
- Oily rags, flammable liquids, and other materials subject to spontaneous combustion shall be placed in fire-resistant covered containers and disposed of daily.
- Materials and supplies shall be kept from edges of hoist ways, stairways, and floor openings. When exterior walls are being built, materials and supplies must be kept away from the perimeter of the building.
- Tools shall not be left where they may cause tripping and/or falling hazards and should be collected and stored at the end of the day.
- Upon completion of work in an area, a thorough clean up shall be done before relocating to another work area.
- Each worker shall be instructed to practice required housekeeping as part of his/her assigned duties.
- Failure to maintain cleanliness shall result in clean up by others, with subsequent back charge to the responsible subcontractor.

SIGNS AND SIGNAGE

All workers shall obey all signs.

Rudolph Libbe and subcontractors shall provide, properly locate and maintain warning signs, lights, barricades, railings and other safeguards for the protection of workers and others near their worksites, as required.

ENERGY CONTROL/LOCKOUT/TAGOUT

Rudolph Libbe and each subcontractor must have a written LOTO program that meets or exceeds the OSHA requirements. LOTO is required for anyone working on or near machinery or equipment where unexpected movement, release of stored energy, or unexpected energization could endanger workers.

AERIAL WORK PLATFORMS

All aerial lifts are to be inspected prior to use. Inspection is to be documented. Copies of documentation shall be available upon request.

Each contractor shall ensure that aerial lift platform operators have been trained in accordance with the manufacturer's operation manual before operating the aerial lift platforms. Copies of this documentation shall be available upon request.

A personal fall arrest/restraint system shall be attached to an engineered anchor point when occupying any type of aerial lift (including scissors lifts).

Cones, barricades, or tape should be used to mark the area of operation in high traffic areas. Spotters should also be used in high traffic areas or areas with limited clearance.

OVERHEAD WORK OPERATIONS

No worker should perform work above any other worker unless the workers are working together assembling or installing a building component.

When overhead work poses a hazard, the floor/ground area below shall be barricaded.

LADDERS AND SCAFFOLDS

Safe access shall be provided to all scaffolds/work platforms.

Folding "painter" type scaffolds are not permitted on Rudolph Libbe projects.

All scaffolds must be tagged green, yellow or red. Scaffolds in use must be inspected daily, and tag signed and dated by a competent person. Damaged/defective ladders or scaffolds shall be removed from service and be tagged "Unsafe - Do Not Use" or rendered inoperable.

No portable metal ladders are permitted on the project.

All ladders must be maintained in good condition and have approved safety feet attached.

Proper barriers, railings or coverings must be provided for all elevated work platforms.

Stepladders shall not be used for accessing scaffolds or elevated work platforms.

Stepladders shall not be used as straight ladders - step ladders shall be fully opened with the spreaders locked.

All straight/extension ladders shall be secured against displacement, and if used for access to elevated areas, must extend three (3) feet above the landing or have ladder extensions installed.

Employees working on scaffolds, catch platforms, etc., exposed to a fall of six (6) feet or greater, shall be protected by guardrails, personal fall-arrest systems, or other acceptable method.

The working level on mobile scaffolds shall not exceed four (4) times the minimum base dimension. The wheels on a mobile scaffold must be locked when in use.

During scaffold erection and dismantling, employees exposed to a fall of six (6) feet or greater shall be protected from falls when an appropriate anchorage point is reasonably available -unless the contractor can show that such protection creates a greater hazard.

Scaffolds shall have the appropriate braces installed as required.

RESPIRATORY PROTECTION

Subcontractors using respiratory protection must have a respiratory program that meets the OSHA requirements.

All respiratory protective devices shall be approved by the National Institute for Occupational Safety and Health (NIOSH) for the intended use.

When possible, all hazards should be eliminated by accepted engineering controls. When not feasible, appropriate respiratory protection shall be provided and chosen based on hazards to which the worker is exposed.

Employees performing tasks that require the use of respiratory protection shall receive a medical evaluation, appropriate training, and fit testing prior to using the respirator. Documentation shall be available upon request.

Workers who are required to wear respiratory protection must not have any facial hair which interferes with the seal between the face and the respirator.

Respirators should be inspected before and after each use. Respirators with missing or broken parts shall not be used until repaired or replaced.

TOOLS - HAND AND POWER

Damaged or defective tools shall be tagged "Unsafe - Do Not Use" or rendered inoperable.

Makeshift or jury-rigged tools shall not be permitted on Rudolph Libbe projects.

Face shields, in addition to safety glasses, shall be worn when using tools such as grinders, partner saws, block saws or similar tools or equipment.

All tools and equipment designed to have guards in place shall have proper and functional guards in place when in operation

Personnel who operate powder-actuated tools shall be trained in safe operating procedures prior to use. Documentation of training shall be available upon request.

Tools shall not be lifted or carried by their cords.

BULK STORAGE AREAS

Rudolph Libbe shall designate storage and lay-down areas for its subcontractors.

The Rudolph Libbe Project Supervisor shall designate fuel storage areas. "No Smoking" or "No Open Flame" signs shall be conspicuously posted. The appropriate fire extinguisher shall be in the immediate area.

Grass, weeds, brush, and other debris shall be kept clear of any bulk storage areas.

Fuel storage tanks must be double walled or have secondary containment or shall be placed in containments or diked to contain spills.

Portable fuel storage tanks shall not be nearer than twenty (20) feet from any building.

All large fuel storage tanks shall be grounded.

Large fuel storage tanks shall be bonded when transferring liquids in quantities greater than five (5) gallons to prevent sparks through static electricity.

Unless in the original container, only UL-approved metal safety cans with flash arrestors shall be used for the handling and use of flammable and combustible liquids of five (5) gallons or less.

HAZARDOUS MATERIALS

Subcontractors and all employees shall be required to immediately notify the Rudolph Libbe Site Supervisor of any hazardous material spill, regardless of the quantity.

If drums or other containers are uncovered during excavation operations, immediately cease operations, and report the situation to the Rudolph Libbe Site Supervisor.

Liquid waste such as chemicals, fuels or lubricants shall be collected in tanks or other suitable containers for salvage/disposal in accordance with applicable regulations

TEMPORARY LIGHTING/ILLUMINATION

The minimum requirement for lighting is five (5) foot candles.

The electrical contractor provides temporary lighting throughout the project.

Each subcontractor is required to provide task lighting necessary to complete their work.

RUDOLPH/LIBBE INC.

Utility Locating Procedures for Excavation

Locate/Identify Utility Location

- 1. Request in writing from the property management/owner all as-builts, and other information which identifies the locations of all private and/or added utilities which may not be shown on the drawings.
- 2. Develop a comprehensive plan for exposing all utility crossings.
- 3. Use white marks to show the location of proposed excavation.
- 4. Superintendent to walk thru area with crew to look for signs of utilities:
 - Depressions
- Patched asphalt/concrete
- Markers
- Visible utilities (on building, pedestal, etc.)
- 5. Check print/as-builts for additional utilities. Mark locations if in the foot print of work.
- 6. Call 811 or local one call center, at least 48 hours prior to beginning excavation; 72 hours for Michigan or local requirements.
- 7. Keep the ticket numbers in file or on daily reports.
- 8. Take pictures of all the markings. If markings have been covered or destroyed, update ticket (call 811 or local one call center). Review Positive Response
- 9. Contact Site Work Superintendent if further location is needed using ground penetrating radar or other locating services.
- 10. Consider Hydro/Air excavation if material is too hard to probe/hand dig or if working around a sensitive utility.
- 11. If using excavation equipment with computer programs, list known utilities on data card.
- 12. If there is reason to suspect direct buried electrical lines, options other than hand digging MUST be considered.

Before Beginning Excavation

- 1. Crew to review work site with project superintendent daily and when moving to a new location.
- 2. When reviewing markings, look for changes in elevation.
- 3. Mark an area 3' on each side of marked/known utilities (4' in Michigan) which cross or come close to the excavation.

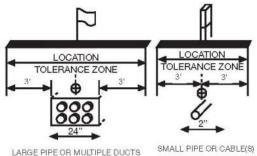
During Excavation

Operator(s) and Spotter(s) will work together to EXPOSE an area up to 3' (4' in Michigan) on each side of marked/known utilities (or until utility is located) which cross or come close to the excavation.

- 1. Spotter must be present when excavating adjacent to any utilities.
- 2. Probe/hand dig **continuously** across tolerance zone to locate utility (approximately 6" deep).
- 3. Visually look for indications of previous excavation.
- 4. If no utility found, scrape approximately 1" of soil back at a time.
- 5. Continue cycle of probing/digging and scraping until utility is located.
- 6. If different material, rubble, etc. is encountered stop work and contact superintendent.
- 7. In the event the utility is not located, STOP work and contact the superintendent.

Once utility is located:

- 1. Expose at least 6" (length) of the utility.
- 2. Mark line with paint.
- 3. Install stakes to help identify line location.



DON'T FORGET TO LOOK UP FOR OVERHEAD POWER LINES!!!

RUDOLPH/LIBBE INC.

Utility Locating Procedures Under/In Concrete/Asphalt

Locate/Identify Utility Location

- 1. Request in writing from the property management/owner all as-builts, and other information which identifies the locations of all private and/or added utilities which may not be shown on the drawings.
- 2. Use marks to show the location of proposed demolition.
- Superintendent to walk thru area with crew to look for signs of utilities:
 - Pipes/conduits on column
 - Outlets/switches

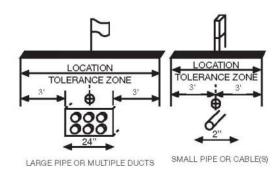
- Patched asphalt/concrete
- Visible utilities (on wall, columns, etc.)
- 4. Check print/as-builts for additional utilities.
- 5. Mark locations of all utilities in the foot print and within 3' of the proposed demolition.
- 6. Call 811 or local one call center, at least 48 hours prior to beginning excavation 72 hours for Michigan
 - Keep the ticket numbers in file or on daily reports.
 - Take pictures of all the markings. If markings have been covered or destroyed, update ticket (call 811 or local one call center). Verify Positive Response of all agencies using OUPS website.
- 7. If further location is needed contact ground penetrating radar or other locating services.

Before Beginning Demolition of Concrete/Asphalt

- 1. Crew to review work site with project superintendent before beginning demolition of concrete/asphalt daily and when moving to a new location.
- 2. If markings have been covered or destroyed, re-mark or re-call the utility locating service.
- 3. Mark an area 3' on each side of marked/known utilities (4' in Michigan) which cross or come close to the demolition area

During Demolition

- 1. If possible shut off and isolate utilities in the area to be demolished
- 2. If utilities cannot be isolated within the area to be demolished, the utility must be exposed by:
 - a. Parallel cutting alongside utility
 - b. Undermining to expose utility
- 3. In the event the utility is not located, STOP work and contact the superintendent.





Notice of Excavation/ Earth Disturbance Work

REQUIRED FOR ALL EXCAVATIONS/PENETRATIONS DEEPER THAN 6 INCHES BELOW GRADE

Project	Contractor		Competent person	
Date work will start		_ Approximate duration	on	
Specific location, description, an	d sequence of the work: (Sketch/drawing must	be attached)	
Contractor must attach sketch proposed excavation.	and plan view of excavat	tion, including all slop	ing/benching, which shows all l	ines within 5 feet of the
Approx. size of trench or excava	tion:feet long X _	feet wide X	feet deep	
Excavation method: hand	mobile equipment	drill/cession	on/pile driving rig	
Protective system to be used:	Sloping Benching	g Trench box	Shoring	
			services, and has reviewed all av ties, and other services in the are	
Was 811 notified: yes r Was a utility locating service use	no date d: yes no	ticket number Date on site	are marks still visible	e? yes no e? yes no
telephone wa cable/data irri	he work? eam ter gation ner	sanitary sewer storm sewer fiber optic		lighting gas fire line
excavationthat all excavations in which wo	e utility locating procedure s of excavation must be lo orkers will enter, must be	es as a minimum. All ut ocated and exposed by inspected by a compet		dance with the
Other known obstructions: for	otings pilings	_construction debris	basements rock	
Other (specify)				
Environmental concerns (specify	r)			
Will the excavation impose haza Comments	rds to any adjacent struct			
Will any roads or railroads be cro	ossed? yes no e	xplain		
Are there overhead power lines	in the vicinity of the work	(minimum 10 ft. clears	ance req'd). yes no	_
THE ABOVE WORK SHALL NOT OF TO CONFIRM THE CONTRACTOR CHANGES THE CONTRACTORS SUTILITIES, AND INSURING THE EX	HAS ACKNOWLEDGED HOLE RESPONSIBILTY FOR	E HAS LOCATED KNOW LOCATING ALL UNDER	IN AND SUSPECT UTILITIES. THIS GROUND UTILITIES, COSTS ASSO	DOCUMENT IN NO WAY CIATED WITH DAMAGED
Contractor Signature		Name	Date	
R/L Signature		Name	Date	



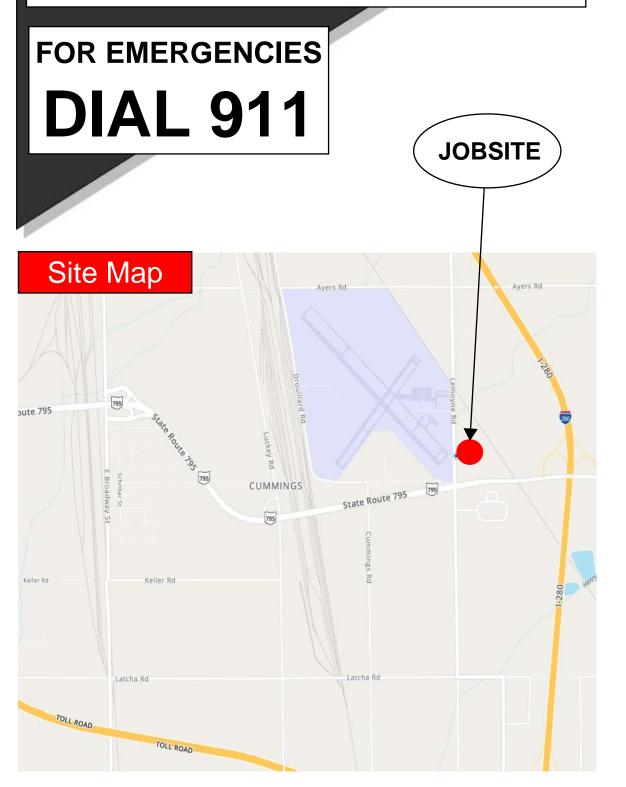
Lake School 220306
Elementary School
28150 Lemoyne Rd, Millbury, OH 43447

- Visitors must check-in with R/L Superintendent

- Visitors must comply with project requirements
- Visitors and personnel on site must comply with minimum personal protective equipment: Hardhat, safety glasses, green high visibility outer wear, gloves, and proper footwear. Additional equipment may be required dependent on area.
- Safety is everyone's responsibility Report ALL Hazards
- SDS Library: Website m3vsoftware.com / Username sds@rlcos.com / Password pass1234

*Preferred Medical Provider

Promedica 360 Health - 2150 W. Central Ave. 3rd Floor Toledo, OH 43606 (419) 291-5517





SECTION 011201 - BID SCOPE

Bid Scope of Work and Project Information

Bid Item: 08 – Kitchen Equipment

NOTE THAT DUE TO FUNDING REQUIREMENTS, THIS SCOPE OF WORK WILL BE CONTRACTED DIRECTLY TO THE SCHOOL, BUT MANAGED BY RUDOLPH LIBBE, INC. AS THE CONSTRUCTION MANAGER AT RISK ON THE OVERALL SCHOOL PROJECT.

IF ANY TERMS OF THIS DOCUMENT CONFLICT WITH THE OTHER PROVIDED DOCUMENTS, THE STRICTER DOCUMENT WILL PREVAIL.

Work Hours

- 1. Work hours on this project will be 7:00-3:30 Monday through Friday. These hours are subject to change based on seasonal conditions.
- 2. Weekend work and overtime work will not be permitted without consent of the Construction Manager.
- Shutdowns to adjacent businesses for any utility changeover or connections must be completed during off-hours or when the least disruption will be caused to the adjacent businesses.
- 4. <u>If a bidder requires additional work hours to meet the project schedule, this must be</u> identified in their bid as a clarification.

Project Meetings

- 1. Subcontractors will be required to participate in preconstruction schedule coordination meetings, pre-installation meetings, weekly safety meetings, and weekly Subcontractor progress meetings.
- 2. Additional meetings may be required and Subcontractors will be required to participate per the discretion of Rudolph Libbe.

Schedule

- 1. A preliminary construction schedule has been included in the specifications.
- 2. Each Subcontractor shall include all costs for means and methods necessary to comply with the preliminary project schedule. It shall be noted that only major categories of work are shown. Each individual activity/work effort and minor work items are not shown. Each Subcontractor is to use the information shown on these schedules to understand the overall project flow, intended sequencing, concurrent activities, and milestones. If there is a specific question about when an element of work is intended for completion, the Subcontractor shall bring this to the Construction Manager prior to the Proposal due date.
- 3. Upon award, each Subcontractor will be responsible to provide a resource loaded construction schedule in a format acceptable to the Construction Manager.
 - a. Schedules shall be broken down by building area and by scope of work with no single item showing a duration of longer than 20 days unless specifically approved by the Construction Manager.
 - b. Schedules shall include delivery dates for long lead time items and other major components of the work.

- c. Schedules shall show inspections, closeout activities, and owner training.
- 4. After all construction schedules are received from Subcontractors, Rudolph Libbe will incorporate into a master project schedule and will administer a schedule coordination meeting with all Subcontractors.
- 5. After the master schedule is completed, if durations extend beyond the preliminary construction schedule activities that were issued as part of the Bid Documents, each Subcontractor will work to resolve these issues and ensure the original schedule dates are met.

Safety

- 1. Review the Site Safety and Health Plan included in the specifications.
- Criminal background checks <u>are required</u> on this project for any on site worker. To find a list of locations that offer this service:
 - https://www.ohioattorneygeneral.gov/Business/Services-for-Business/WebCheck/Webcheck-Community-Listing
- 3. All Subcontractors are responsible to identify and correct any hazards created by their work.
- 4. This jobsite is 100% tobacco and vape free.
- 5. No employee of this Subcontractor shall have any interaction with the Owner without prior consent of Rudolph Libbe. Refer all questions/concerns to a Rudolph Libbe representative.

Applications for Payment

- 1. All payment applications must be presented on AIA G702/G703 documents or similar.
- 2. Schedules of values will be broken down into sufficient detail as approved by Rudolph Libbe.
- 3. All schedules of values will list the following items with values associated:
 - a. As-built (record drawings) documents
 - b. Training and O&M manuals
 - c. Attic stock materials
 - d. Punchlist
 - e. Warranty and guaranty documents
- 4. Pencil copies of pay applications will be submitted to Rudolph Libbe no later than the 20th of each month.
- 5. Lien waivers and sworn statements will be required with each payment application.
- 6. Material status reports will be submitted with each pay application.

Scope of Work

- 1. Verify existing conditions and notify Rudolph Libbe immediately if there are any discrepancies.
- 2. Bidders having questions regarding subsurface conditions will be allowed to perform exploratory drilling and excavation on site prior to bid date. The Owner's written permission must be obtained in advance and the site immediately restored after exploratory process.
- 3. Provide any necessary permits and notifications to complete this work.
- 4. Locate all existing underground utilities prior to work starting. Follow Rudolph Libbe's underground utility locating procedure.
- 5. Provide all necessary equipment, labor, and materials to complete this scope of work.

- 6. Provide all layout, field measuring, and verification of noted dimensions for this scope of work.
- 7. Unload and store any materials needed to complete this scope of work.
- 8. Provide dust control and cleanup for this scope of work.
- 9. Provide all necessary dewatering as required for this scope of work.
- 10. Access panels not shown on the plan but required due to routing or layout of your work is the responsibility of this this Subcontractor to provide.
- 11. Each Subcontractor shall cause all debris from his construction activity to be cleaned up on a daily basis. Failure to maintain the areas clean of debris after notification by the Construction Manager shall result in the area being cleaned by others and the cost thereof deducted from the Subcontractor's pay application.
- 12. Review Section 015000 Temporary Facilities for responsibilities related to temporary facilities and controls.
- 13. Include Allowances as noted. Allowance values do not include overhead and profit.
- 14. Provide Unit Prices as noted on the Bid Forms. These are not included in Base Bid but may be used for any applicable Change Order Work.
- 15. Please note that this project has very limited laydown and on-site parking available.

 On-site storage will need to be limited to what is readily needed to install during that week. Please view the Site Logistics Plan to understand the site parking requirements and limited laydown available. Bidders should include any necessary costs to store their materials off site and provide just in time delivery.
- 16. Include all necessary permits to complete this scope of work.
- 17. Firestop or seal any penetrations created by this work.
- 18. Furnish and install all joint sealants required for the installation of this work.
- 19. Provide all necessary coring, sleeving, box outs, etc. to complete your scope of work. In all instances, effort should be made to coordinate with the applicable contractor building the walls rather than cutting in later. Missed items will be installed at the cost of this contractor.
- 20. Furnish and install all food service equipment complete including all shop drawings/submittals, field measuring, installation, testing, training of Owner, etc.
- 21. This trade requires detailed coordination with the MEP contractors. This Contractor shall review MEP plans to ensure they understand the scope that is being performed by the Mechanical, Electrical, Plumbing, and Fire Protection (Sprinkler) Contractor.
- 22. This trade contractor will be required to submit a detailed back up sheet with their complete Bid Form that shows manufacturers and unit prices for all pieces of kitchen equipment.
- 23. The following Specification Sections apply to this Bid Item: Section 00 and 01 complete, 078400, 079200, 114000.

Not Included in this Bid Item

- 1. Residential appliances.
- 2. Items listed "By Others" on the Food Service Plans.

END OF SECTION

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Documentation of changes in Contract Sum and Contract Time.
- B. Change procedures.

1.2 RELATED REQUIREMENTS

A. Section 007200 - General Conditions: Requirements for changes in the Work.

1.3 MODIFICATION PROCEDURES

- A. Refer to Section 007223 General Conditions, for detailed requirements regarding Change Orders.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change. Contractor shall prepare and submit a fixed price quotation within 14 days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and General Conditions of the Contract.
 - 1. For pre-determined unit prices and quantities, the amount will based on the fixed unit prices.
- G. Substantiation of Costs: Provide full information required for evaluation.

- 1. Provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
- 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise subschedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

A. END OF SECTION

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.2 **DEFINITIONS**

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.

1.3 REFERENCE STANDARDS

- A. CSI/CSC Form 1.5C Substitution Request (During the Bidding/Negotiating Stage) Current Edition.
- B. CSI/CSC Form 13.1A Substitution Request (After the Bidding/Negotiating Phase) Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.

- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.

3.2 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.
- B. Submittal Form (before award of contract):
 - Submit substitution requests by completing CSI/CSC Form 1.5C Substitution Request (During the Bidding/Negotiating Stage). See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

3.3 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 - 1. Submit substitution requests by completing CSI/CSC Form 13.1A Substitution Request. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- C. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.4 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.

3.5 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

A. END OF SECTION

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General administrative requirements.
- B. Submittals for review, information, and project closeout.
- C. Number of copies of submittals.
- D. Requests for Interpretation (RFI) procedures.
- E. Submittal procedures.

1.2 RELATED REQUIREMENTS

- A. Section 007223 General Conditions: Additional requirements for RFIs and Submittals.
- B. Section 016000 Product Requirements: General product requirements.
- C. Section 017000 Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 017800 Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.3 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 017000 Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 - 2. Prepare in a format and with content acceptable to Architect.
 - 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section 016000 Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 - 2. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 - 3. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Discrete and consecutive RFI number, and descriptive subject/title.

- 3. Issue date, and requested reply date.
- 4. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
- 5. Annotations: Field dimensions and/or description of conditions which have engendered the request.
- 6. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 - 2. Note dates of when each request is made, and when a response is received.
- G. Review Time: Architect will respond and return RFIs to Contractor within three (3) business days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 - 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 - 4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.2 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 - 1. Submit at the time indicated in Section 007223 General Conditions.
 - 2. Coordinate with Contractor's construction schedule and schedule of values.

- 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
- 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
- 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.3 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 Closeout Submittals.

3.4 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.5 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.

- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - Warranties.
 - Bonds.
 - Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.6 SUBMITTALS FOR PROJECT CLOSEOUT - SEE DOCUMENT 007200 - GENERAL CONDITIONS

3.7 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.8 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a single transmittal for related items.
 - 2. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - 3. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 - 4. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow ten (10) business days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's review, allow an additional 30 days.
 - 5. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.

- 6. Provide space for Contractor and Architect review stamps.
- 7. When revised for resubmission, identify all changes made since previous submission.
- 8. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
- 9. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
- 10. Submittals not requested will be recognized, and will be returned "Not Reviewed",

B. Product Data Procedures:

- 1. Submit only information required by individual specification sections.
- 2. Collect required information into a single submittal.
- 3. Submit concurrently with related shop drawing submittal.
- 4. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:

- Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
- 2. Do not reproduce Contract Documents to create shop drawings.
- 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

D. Samples Procedures:

- 1. Transmit related items together as single package.
- 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
- 3. Samples are to be of the finish being submitted for review on the substrate/material that the finish will be installed on.

3.9 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and take other appropriate action.
- B. Submittals for Information: Architect will not acknowledge receipt, and take no other action.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
 - 1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Architect's and consultants' actions on items submitted for review:
 - 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "No Exception Taken", or language with same legal meaning.
 - b. "Exception Taken As Noted, or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - 2. Not Authorizing fabrication, delivery, and installation:

- "Revise and Resubmit". a.
 - Resubmit revised item, with review notations acknowledged and incorporated.
 Non-responsive resubmittals may be rejected.
 "Rejected".
- b.
 - 1) Submit item complying with requirements of Contract Documents.

A. END OF SECTION

SECTION 013135 - ARCHITECT'S CADD FILES

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for the Contractor's use of the Architect's CADD files.

1.2 SUBMITTAL PROCEDURES

A. General: Electronic copies of CADD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals on limited basis as indicated.

1.3 CONTRACTOR'S USE OF ARCHITECT'S CADD FILES

- A. General: At Contractor's written request, copies of Architect's CADD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. Review procedures as listed in the "Collaborative CADD File Transfer" form, found at the end of this section.
 - 2. Submit completed form to the Architect.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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I. THE COLLABORATIVE INC. CADD FILE TRANSFER

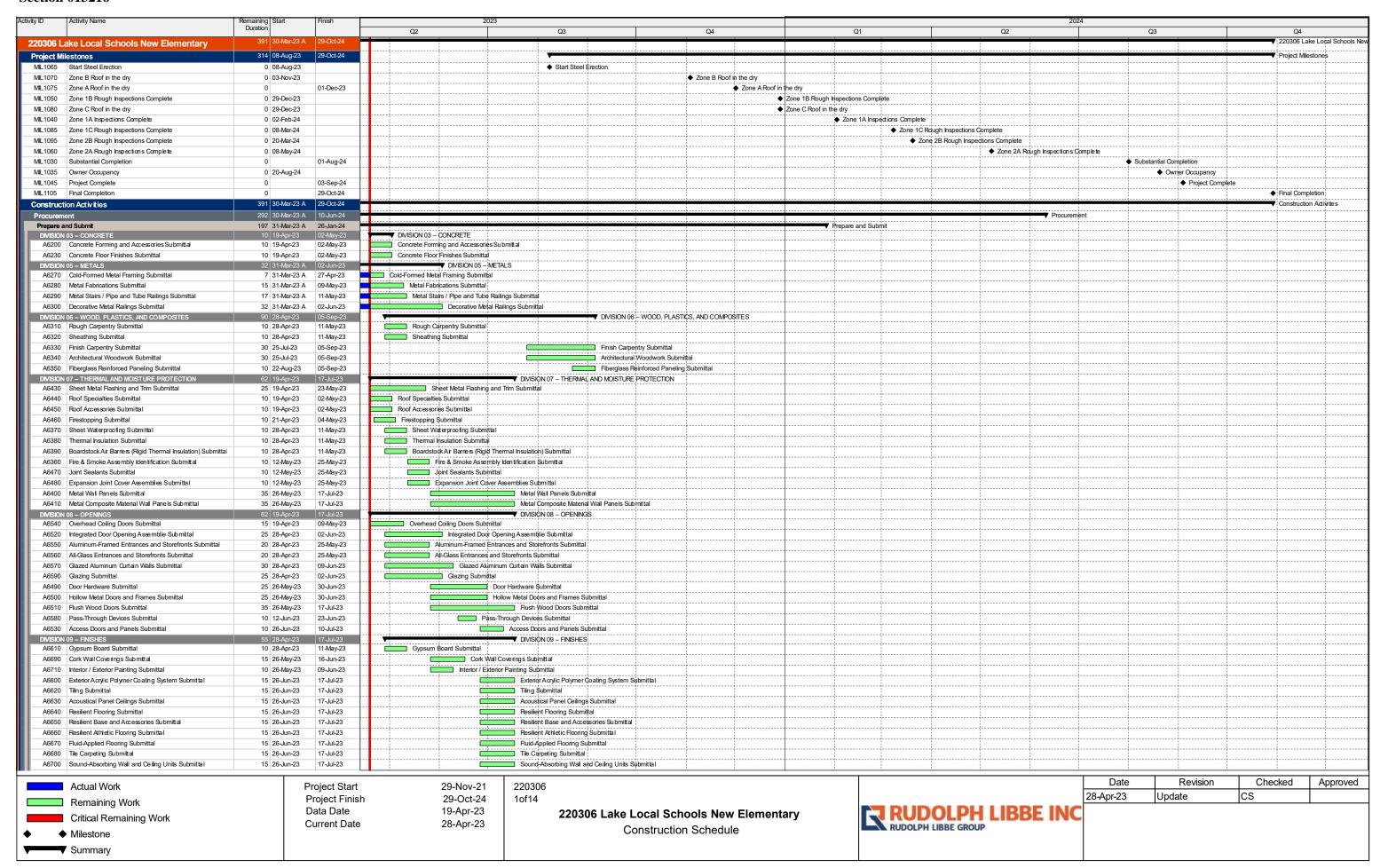
- As requested, The Collaborative Inc is providing electronic files containing data for Computer Aided Design and Drafting (CADD) drawings for your convenience and use in the preparation of shop drawings and/or site layout related to Lake Elementary School, Architects Project No 106986, subject to the following terms and conditions:
- A. Electronic files will be provided in .DWG format . We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.
- B. Further, we advise you that automated conversion of information and data from the system and format referenced above to an alternate system or format cannot be accomplished without the potential for the introduction of anomalies, errors, or misinterpretation.
- C. Data contained on these electronic files are part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in the preparation of shop drawings or site layout for the referenced project. The Collaborative Inc disclaims liability for any losses, damage costs, injuries or death arising out of or caused by (i) any changes made to the Drawings/Files by other than The Collaborative Inc, and (ii) any use of the Drawings/Files or portions thereof for any purpose other than for which said items were intended when prepared. Any use or reuse by you or by others will be at your sole risk and without liability or legal exposure to us. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against us, our officers, directors, employees, agents or sub consultants that may arise out of or in connection with your use of the electronic files.
- D. Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold us harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from your use or the use of any person or entity that acquires or obtains the electronic files from or through you of these electronic files.
- E. These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. We make no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by us and the electronic files, the signed or sealed hard-copy construction documents, including all supplemental documentation (addenda, field &change orders, etc.), shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.
- F. Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indician of ownership, and/or involvement from each electronic display.

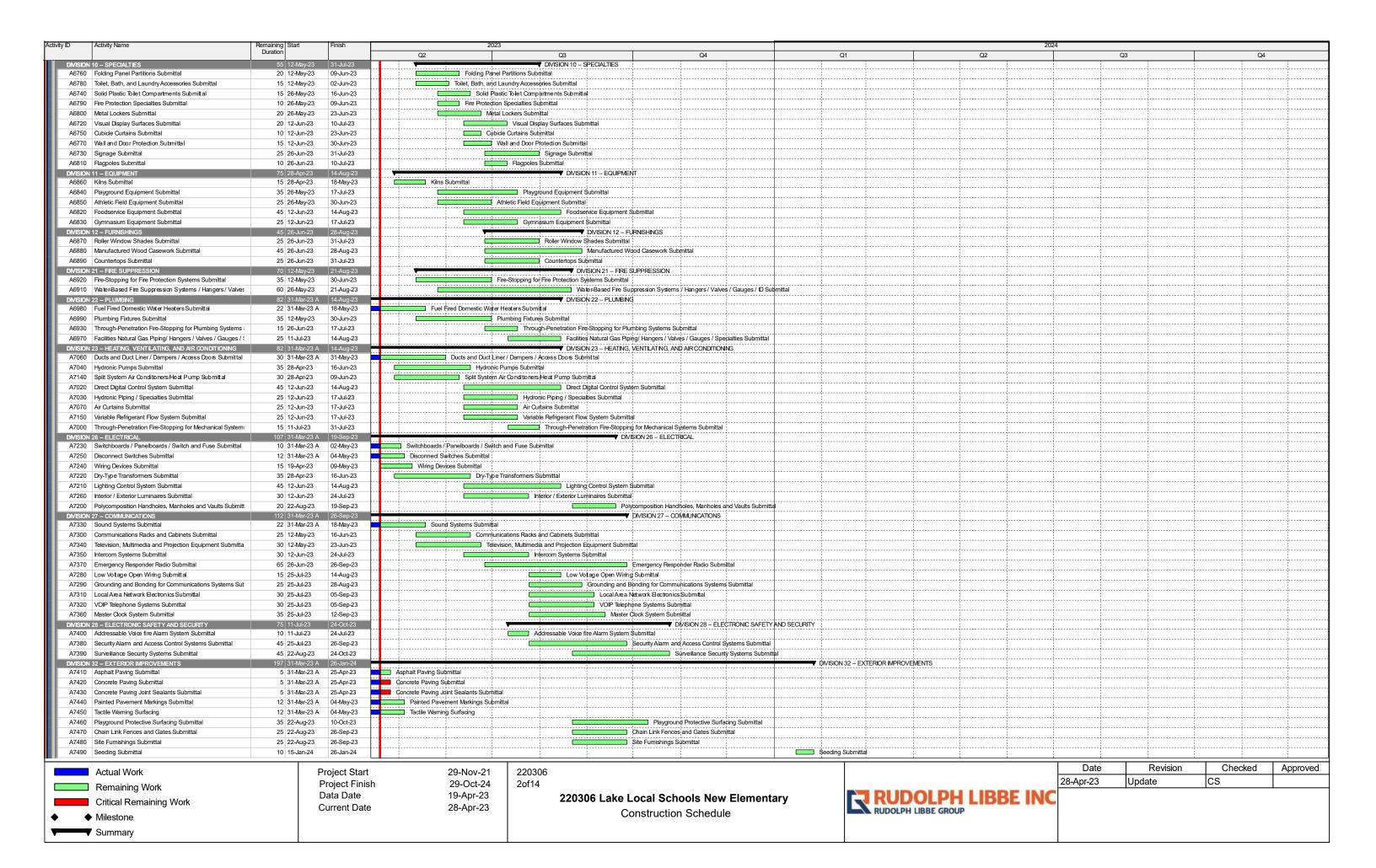
- G. No files will be transferred until this agreement is returned with signature.
- H. Once electronic files have been transferred to the General/Prime Contractor(s), it will be the Contractor's responsibility to field all requests for the electronic media on that particular project by Subcontractors.
- I. Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by us, and we make no warranties, either express or implied, on merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

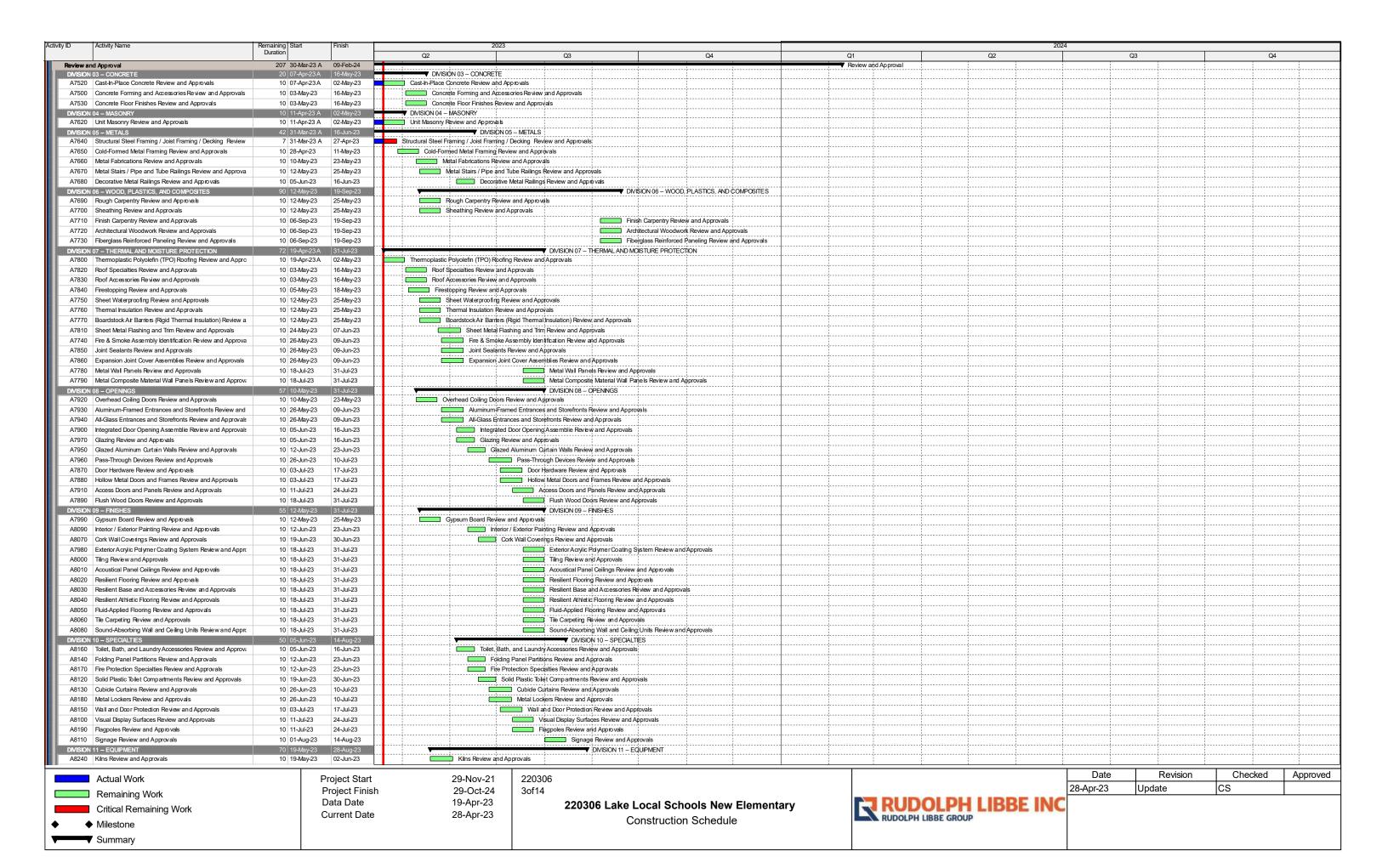
Files Requested	
Contractor (Firm Name)	(Date)
By (Signature)	(Typed Name)

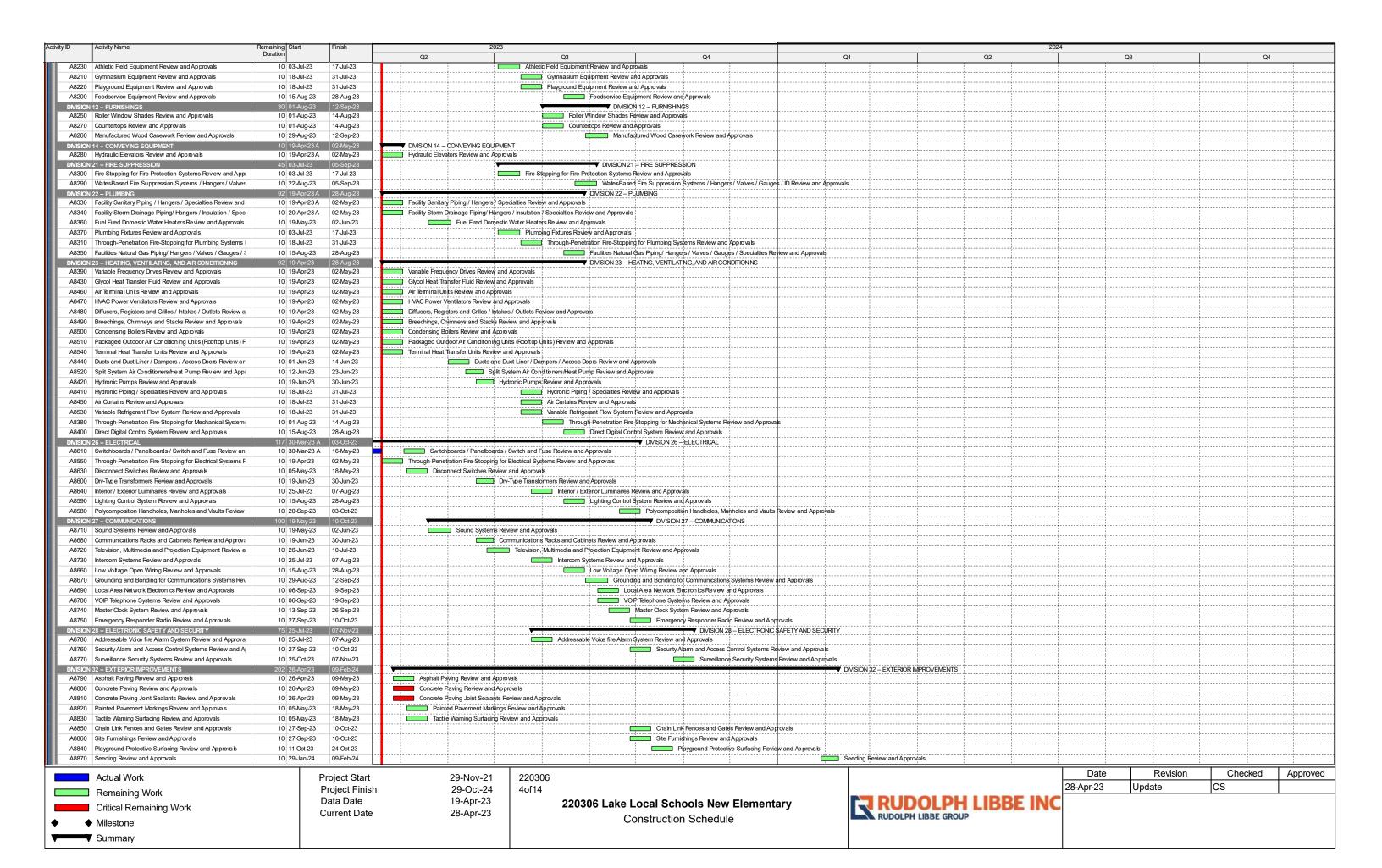
A. END OF SECTION

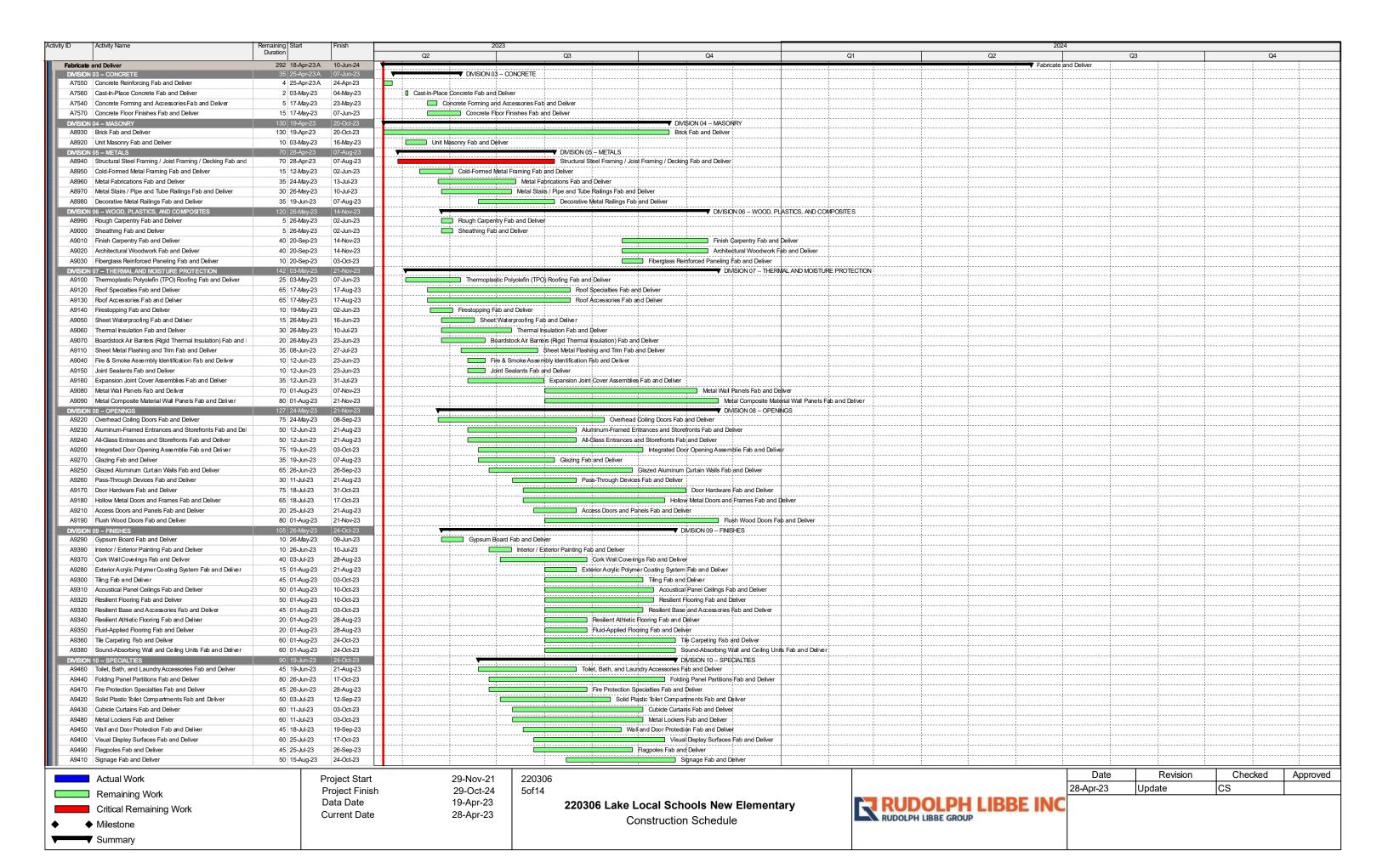
Section 013216

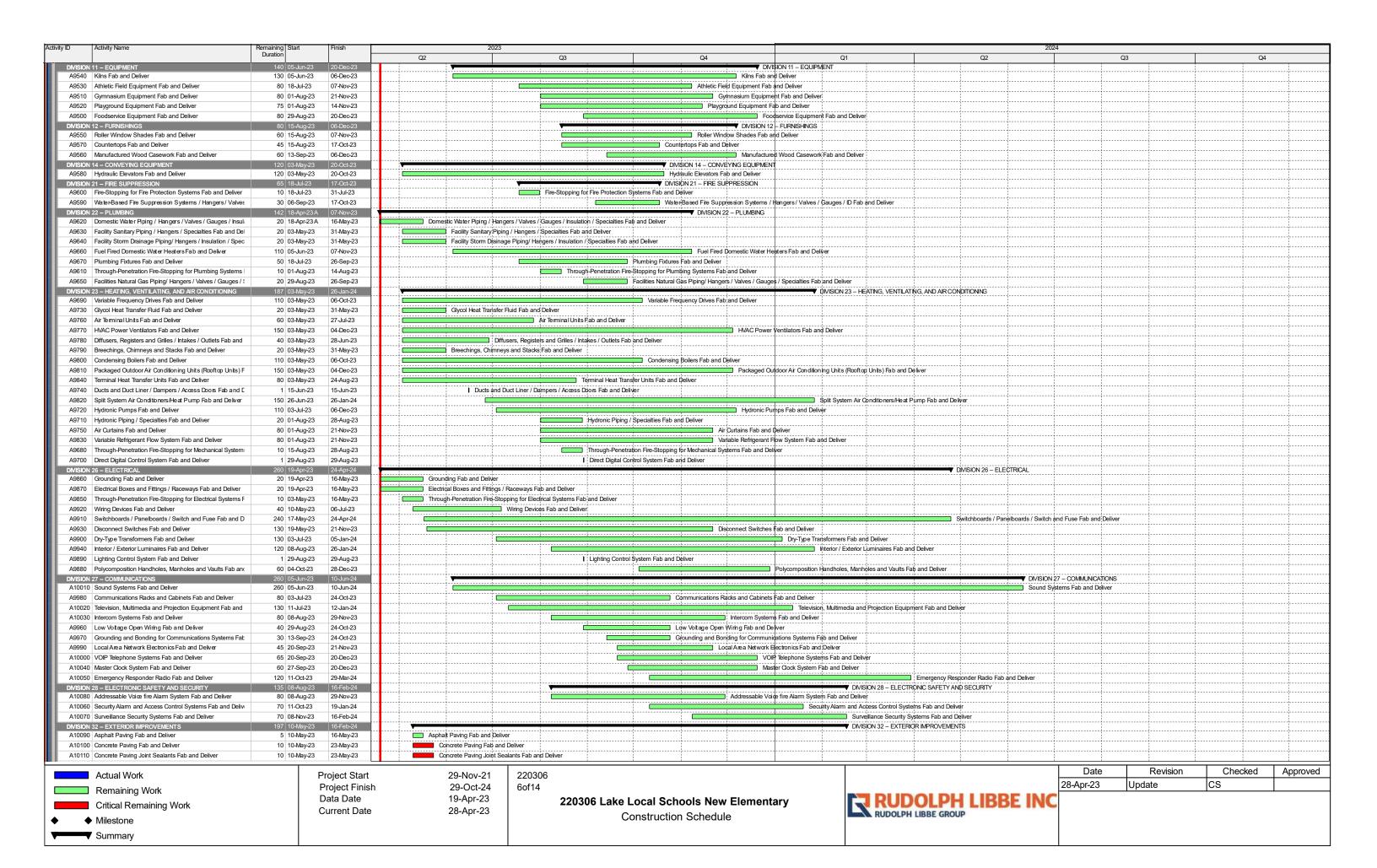


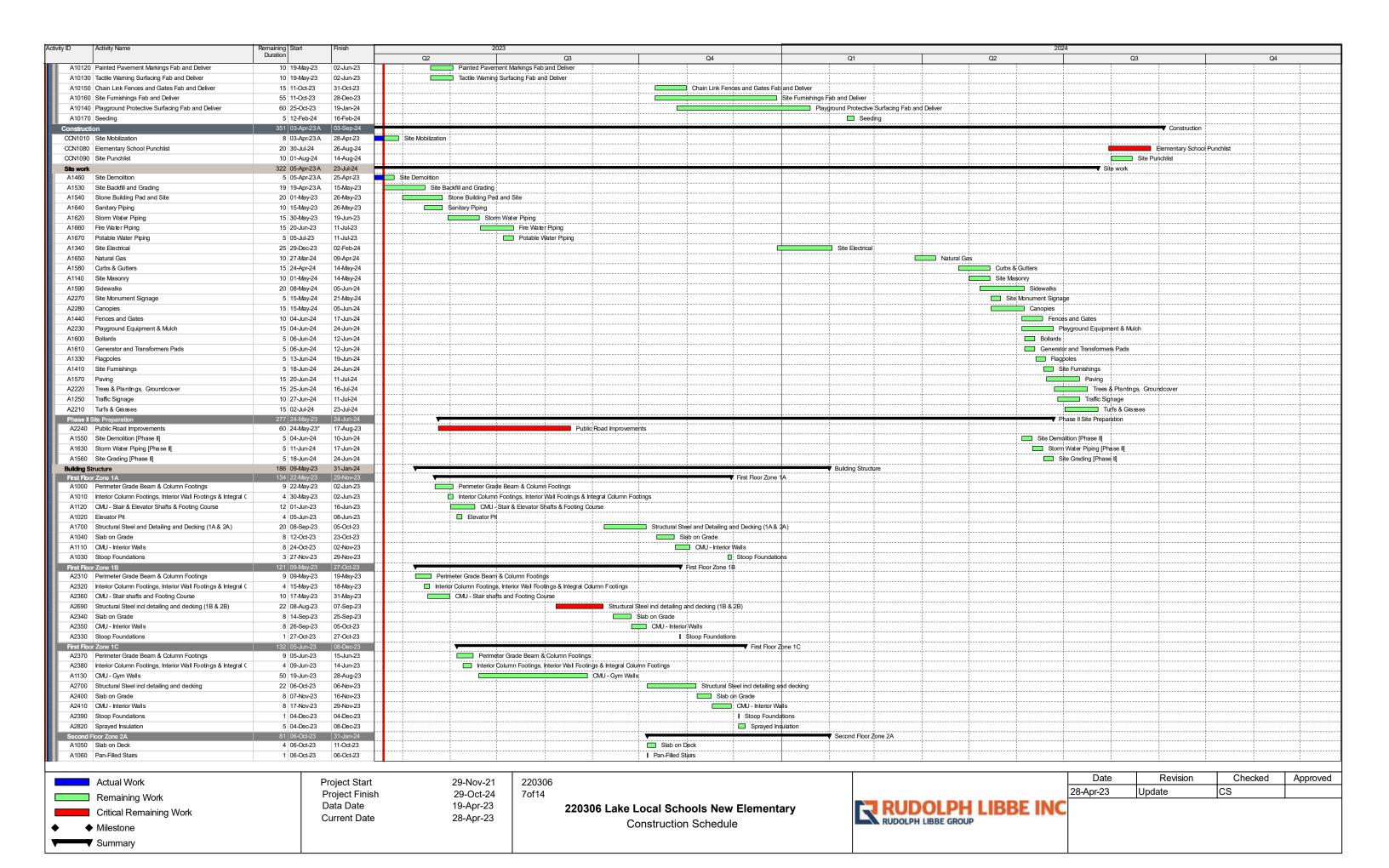


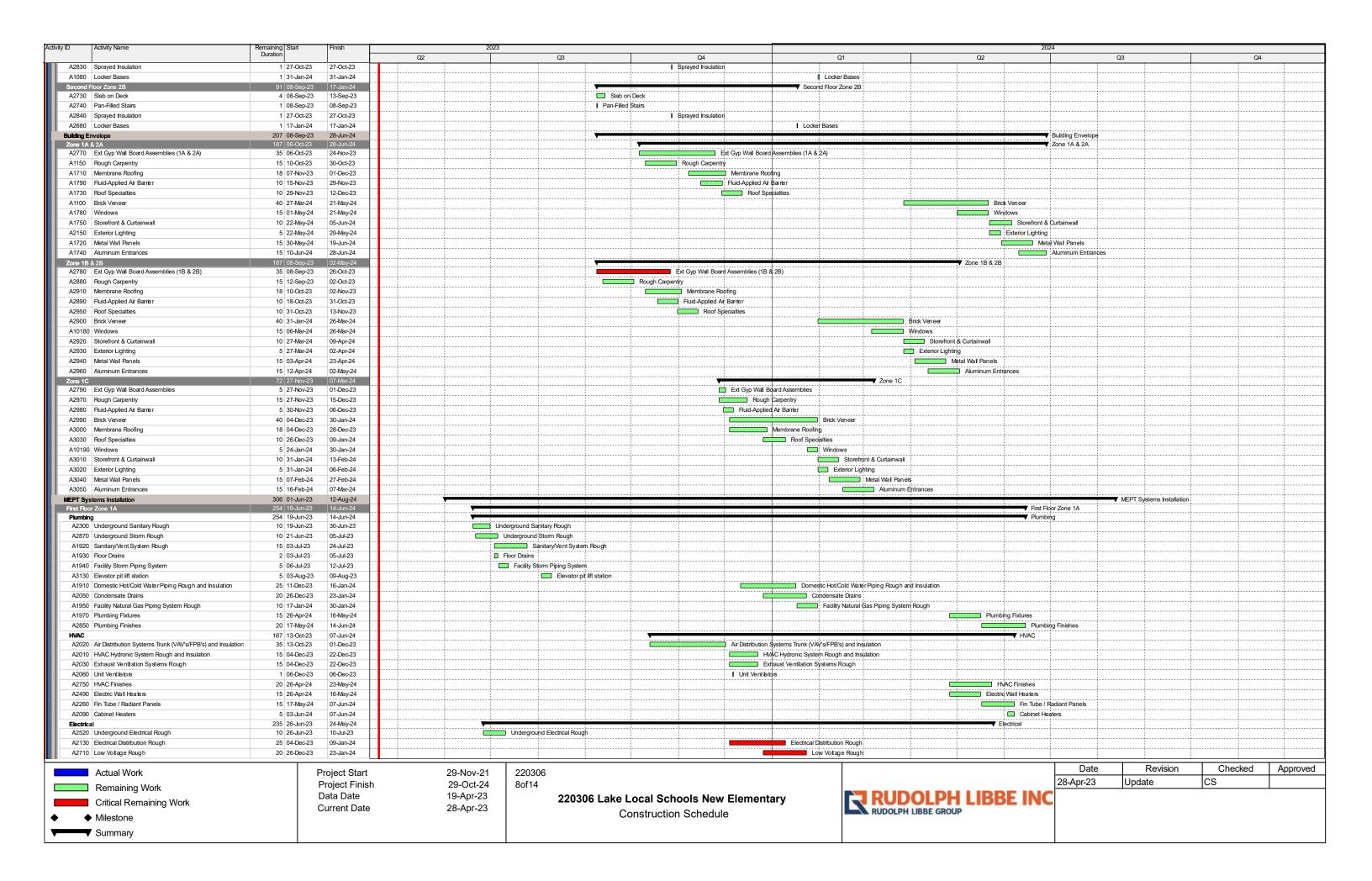


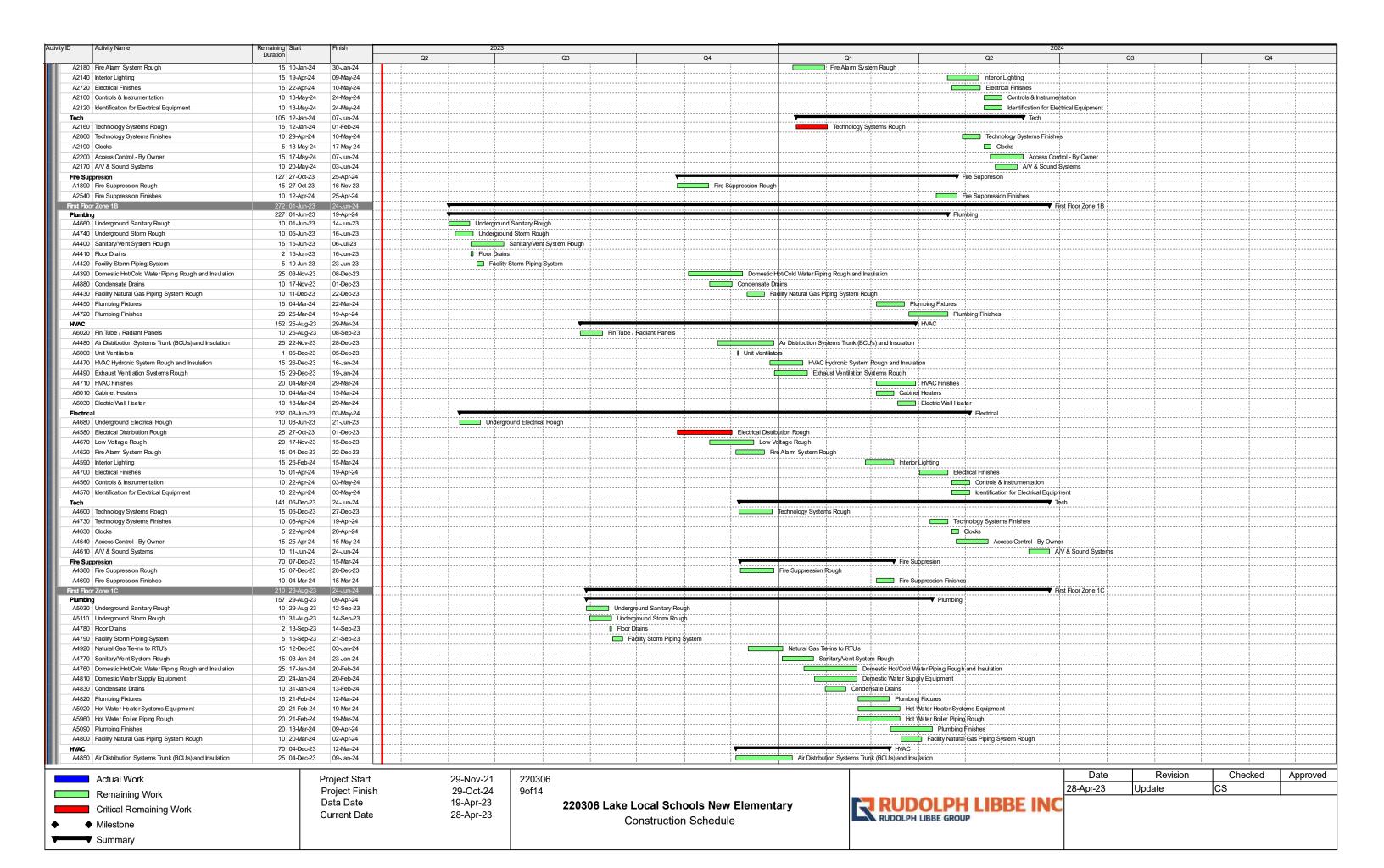


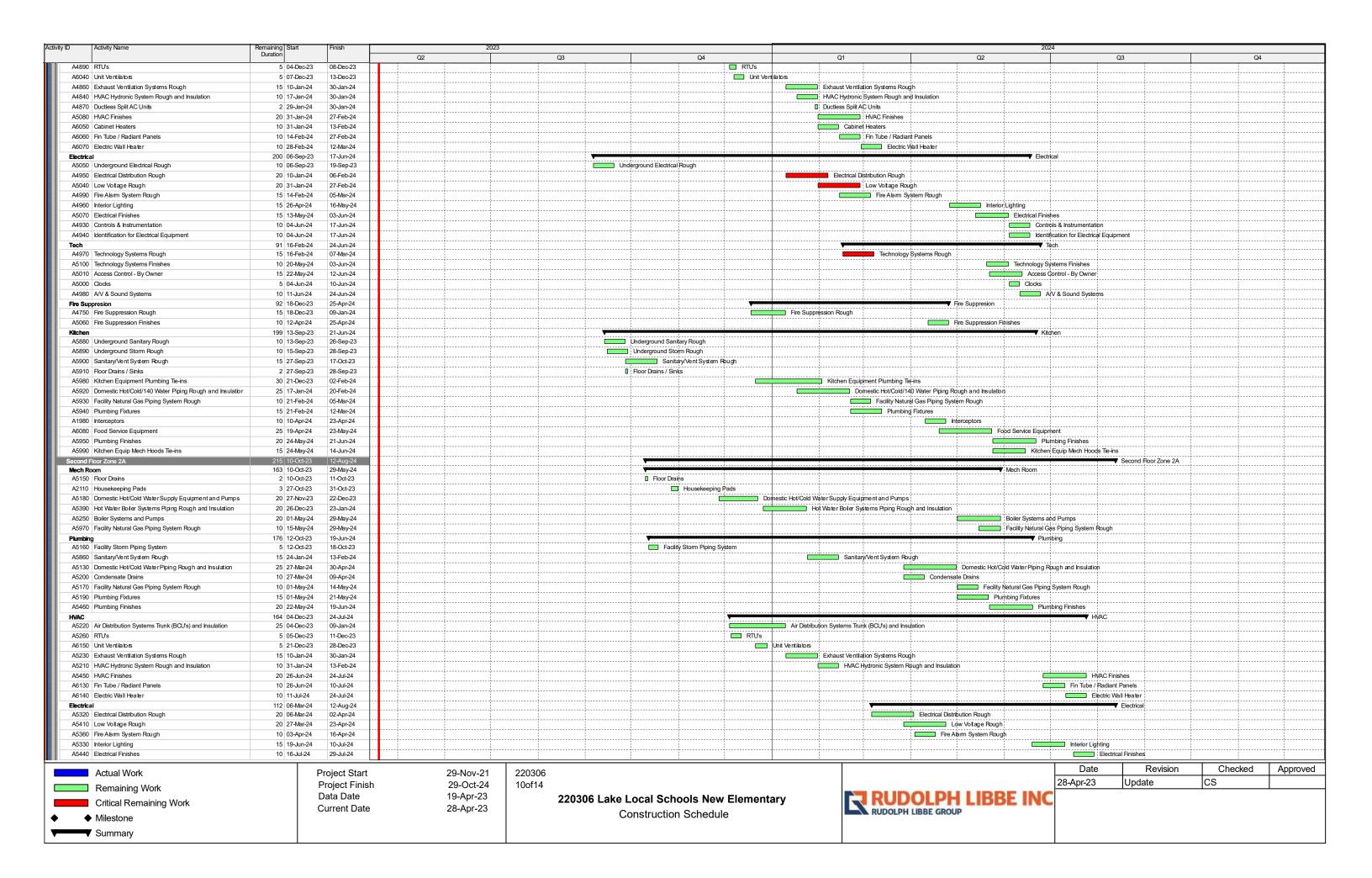


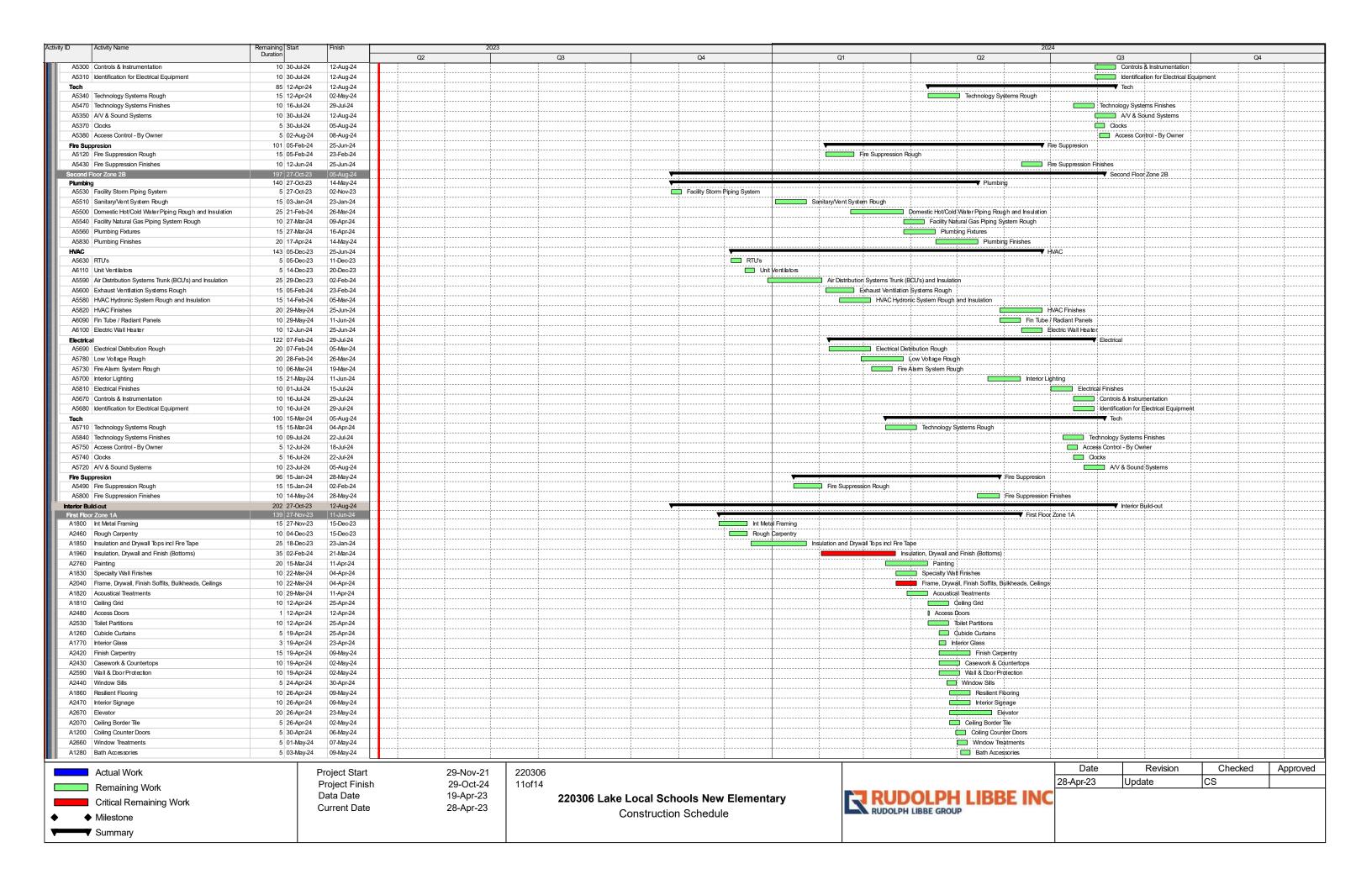


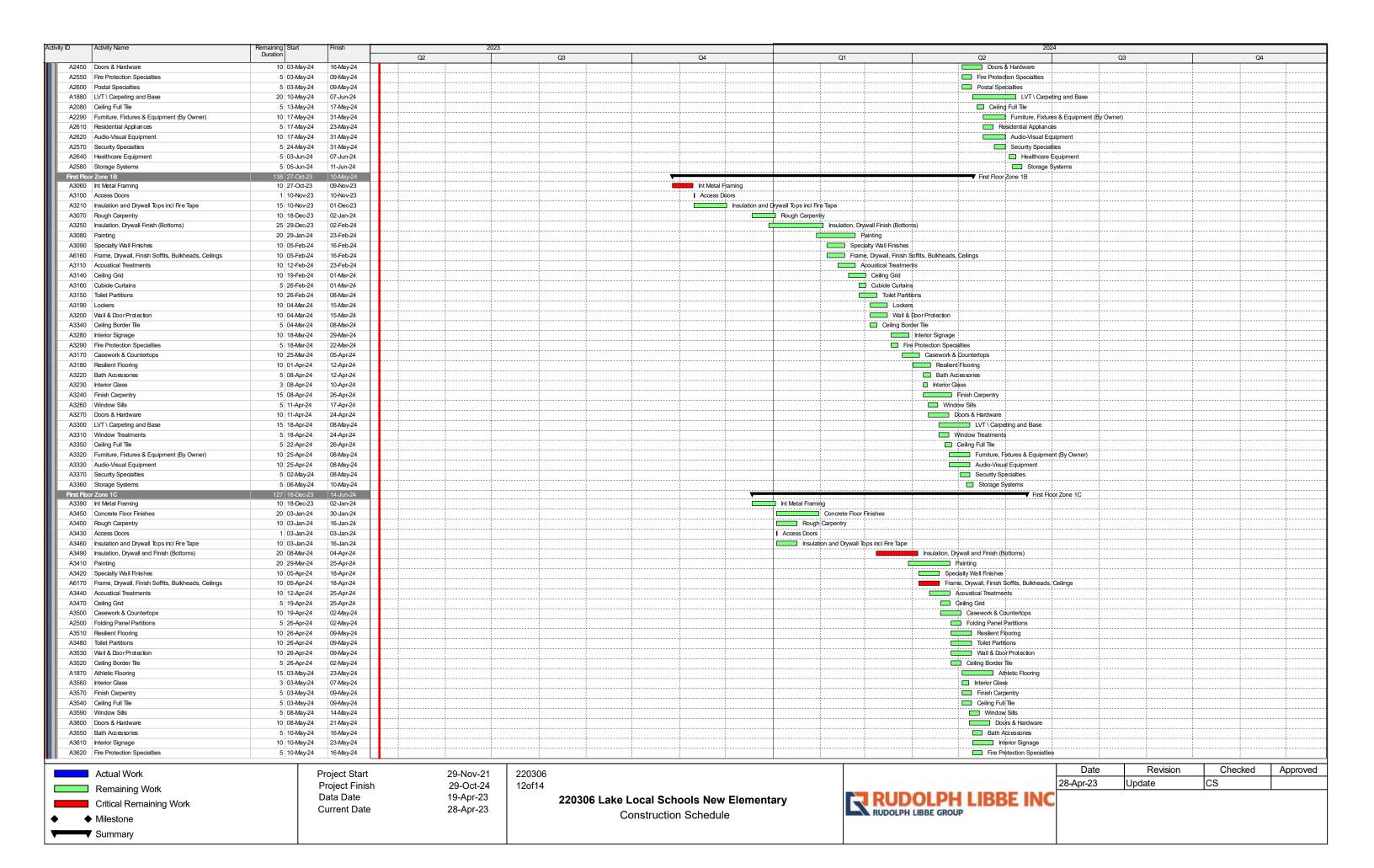


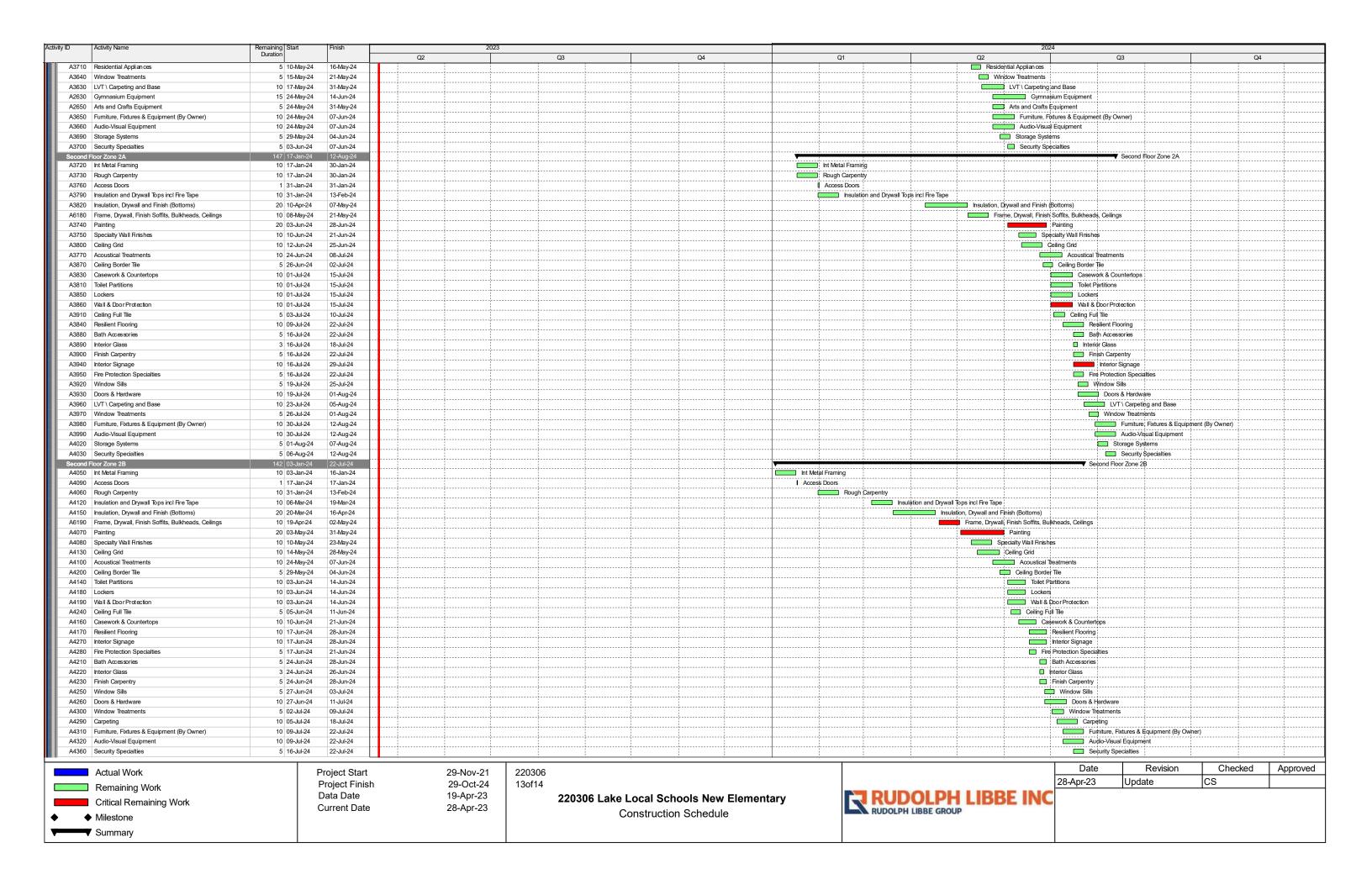












		Finish	2023						2024			
		Duration			Q2		Q3	Q4	Q1	Q2	Q3	Q4
A4350	Storage Systems	5 16-Jul-24	22-Jul-24		i						Storage Systems	
Existing I	ES Demolition/Site Improvements	69 28-May-24	03-Sep-24							V	Existing ES [emolition/Site Improvements
A1680	Hazardous Material Abatement	23 28-May-24*	27-Jun-24								Hazardous Material Abatement	
A1690	Structure Demolition	23 28-Jun-24	31-Jul-24								Structure Demolition	
A1760	Parking Install	23 01-Aug-24	03-Sep-24								Parking Insta	li e
Closeout		92 20-Jun-24	29-Oct-24									Closeout
A1900	Identification for Plumbing Piping and Equipment	10 20-Jun-24	03-Jul-24		!						Identification for Plumbing Piping and Equipment	
A1990	Identification for HVAC Piping & Equipment	10 25-Jul-24	07-Aug-24						;		Identification for HVAC Piping	& Equipment
A2000	Testing, Adjusting & Balancing for HVAC	10 25-Jul-24	07-Aug-24		!						Testing, Adjusting & Balancin	of for HVAC
CCL1000	Owner Move-in	10 20-Aug-24	03-Sep-24		!		!				Owner Move	in [
CCL1010	Close-out Documents	40 04-Sep-24	29-Oct-24				!					Close-out Documents

Actual Work
Remaining Work
Critical Remaining Work
◆ Milestone
Summary

Project Start	29-Nov-21
Project Finish Data Date	29-Oct-24 19-Apr-23
Current Date	28-Apr-23

220306 14of14

220306 Lake Local Schools New Elementary
Construction Schedule



Date	Revision	Checked	Approved
28-Apr-23	Update	CS	

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Contractor's construction-related professional design services.
- F. Contractor's design-related professional design services.
- G. Control of installation.
- H. Mock-ups.
- Tolerances.
- J. Manufacturers' field services.
- K. Defect Assessment.

1.2 RELATED REQUIREMENTS

- A. Section 012100 Allowances: Allowance for payment of testing services.
- B. Section 014216 Definitions.
- C. Section 016000 Product Requirements: Requirements for material and product quality.

1.3 REFERENCE STANDARDS

1.4 **DEFINITIONS**

- A. Contractor's Professional Design Services: Design of some aspect or portion of the project by party other than the design professional of record. Provide these services as part of the Contract for Construction.
 - 1. Design Services Types Required:

- a. Construction-Related: Services Contractor needs to provide in order to carry out the Contractor's sole responsibilities for construction means, methods, techniques, sequences, and procedures.
- B. Design Data: Design-related, signed and sealed drawings, calculations, specifications, certifications, shop drawings and other submittals provided by Contractor, and prepared directly by, or under direct supervision of, appropriately licensed design professional.

1.5 CONTRACTOR'S CONSTRUCTION-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Provide such engineering design services as may be necessary to plan and safely conduct certain construction operations, pertaining to, but not limited to the following:
 - 1. Temporary sheeting, shoring, or supports.
 - 2. Temporary scaffolding.
 - 3. Temporary bracing.
 - 4. Temporary falsework for support of spanning or arched structures.
 - 5. Temporary foundation underpinning.
 - 6. Temporary stairs or steps required for construction access only.
 - 7. Temporary hoist(s) and rigging.
 - 8. Investigation of soil conditions to support construction equipment.

1.6 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.
- C. Scope of Contractor's Professional Design Services: Provide for the following items of work:
 - 1. Structural Design of Formwork: As described in Section 031000 Concrete Forming and Accessories.
 - 2. Concrete Mix Design: As described in Section 033000 Cast-in-Place Concrete. No specific designer qualifications are required.
 - 3. Structural Design of Steel Connections: As described in Section 051200 Structural Steel Framing.
 - 4. Structural Design of Steel Connections: As described in Section 052100 Steel Joist Framing.
 - 5. Structural Design of Metal Framing: As described in Section 054000 Cold-Formed Metal Framing.
 - 6. Structural Design of Stairs: As described in Section 055100 Metal Stairs and Section 057100 Decorative Metal Stairs.

- 7. Structural Design: Include physical characteristics, engineering calculations, and resulting dimensional limitations as described in Section 084313 Aluminum-Framed Storefronts.
- 8. Structural Design: Include calculations for resisting wind loads, anchor locations, loads at points of attachment to building structure, physical characteristics, resulting dimensional limitations as described in Section 084413 Glazed Aluminum Curtain Walls.
- 9. Structural Design of Foundation: As described in Section 107500 Flagpoles.
- 10. Design of Structural Components: As described in Section 142400 Hydraulic Elevators.
- 11. Sprinkler Layout: Coordinate with ceiling installation, detailed pipe layout, and hydraulic calculations as described in Section 211300 Fire-Suppression Sprinkler Systems.
- 12. System Design: As described in Section 230923 Direct-Digital Control System for HVAC.
- 13. Written Sequence of Operation: Include entire HVAC system and each piece of equipment, as described in Section 230993 Sequence of Operations for HVAC Controls
- 14. Design of Structural Fill: As described in Section 312323 Fill.

1.7 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.

- 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.8 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
 - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- B. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.9 REFERENCES AND STANDARDS

1.10 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ and pay for services of an independent testing agency to perform coderequired testing and inspection.
- B. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Contractor Employed Agency:
 - 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
 - 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
 - 3. Laboratory: Authorized to operate in the State in which the Project is located.
 - 4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Notify Architect fifteen (15) working days in advance of dates and times when mock-ups will be constructed.
- D. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.
- E. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- F. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

- G. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
 - 1. Make corrections as necessary until Architect's approval is issued.
- H. Accepted mock-ups shall be a comparison standard for the remaining Work.
- I. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.4 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.

- b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
- c. To facilitate tests/inspections.
- d. To provide storage and curing of test samples.
- 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.5 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.6 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

SECTION 014216 - DEFINITIONS

PART 1 GENERAL

1.1 SUMMARY

A. Other definitions are included in individual specification sections.

1.2 **DEFINITIONS**

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

SECTION 014533 - CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.

1.2 RELATED REQUIREMENTS

- A. Document 003100 Available Project Information: Soil investigation data.
- B. Document 07223 General Conditions: Inspections and approvals required by public authorities.
- C. Section 013000 Administrative Requirements: Submittal procedures.
- D. Section 014000 Quality Requirements.

1.3 ABBREVIATIONS AND ACRONYMS

1.4 **DEFINITIONS**

- A. Code or Building Code: 2017 Ohio Building Code, based on ICC (IBC)-2015, Edition of the International Building Code and specifically, Chapter 17 Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.

C. Special Inspection:

- Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved Contract Documents and the referenced standards.
- 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

1.5 REFERENCE STANDARDS

- A. ACI 318 Building Code Requirements for Structural Concrete and Commentary 2014 (Errata 2018).
- B. AISC 360 Specification for Structural Steel Buildings 2016.
- C. ASTM D3740 Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction 2019.
- D. ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection 2020.
- E. ASTM E543 Standard Specification for Agencies Performing Nondestructive Testing 2015.
- F. ASTM E2174 Standard Practice for On-Site Inspection of Installed Firestop Systems 2020a.
- G. ASTM E2393 Standard Practice for On-Site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers 2020a.
- H. ICC (IBC) International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. ICC (IBC)-2015 International Building Code 2015.
- J. SDI (QA/QC) Standard for Quality Control and Quality Assurance for Installation of Steel Deck 2017.
- K. TMS 402/602 Building Code Requirements and Specification for Masonry Structures 2016.

1.6 SPECIAL INSPECTION AGENCY

- A. Owner or Architect will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.
- C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.7 TESTING AND INSPECTION AGENCIES

- A. Owner or Architect may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

- A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
 - 1. Continuous Special Inspection: Special Inspection Agency is required to be present in the area where the work is being performed and observe the work at all times the work is in progress.
 - 2. Periodic Special Inspection: Special Inspection Agency is required to be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

3.2 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION

- A. Structural Steel: Comply with quality assurance inspection requirements of ICC (IBC).
- B. Cold-Formed Steel Deck: Comply with quality assurance inspection requirements of SDI (QA/QC).

3.3 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION

- A. Reinforcing Steel, Including Prestressing of Tendons and Placement: Verify compliance with approved Contract Documents and ACI 318, Sections 3.5 and 7.1 through 7.7; periodic.
- B. Reinforcing Bar Welding: Verify compliance with AWS D1.4/D1.4M and ACI 318, 26.6.4; periodic.
 - 1. Verify weldability of reinforcing bars other than those complying with ASTM A706/A706M; periodic.
 - 2. Inspect single-pass fillet welds, maximum 5/16 inch; periodic.
 - 3. Inspect all other welds; continuous.
- C. Anchors Cast in Concrete: Verify compliance with ACI 318, 17.8.2; periodic.

- D. Design Mix: Verify plastic concrete complies with the design mix in approved Contract Documents and with ACI 318, Chapter 4 and 5.2; periodic.
- E. Specified Curing Temperature and Techniques: Verify compliance with approved Contract Documents and ACI 318, Sections 5.11 through 5.13; periodic.
- F. Concrete Strength in Situ: Verify concrete strength complies with approved Contract Documents and ACI 318, Section 6.2, for the following.
- G. Formwork Shape, Location and Dimensions: Verify compliance with approved Contract Documents and ACI 318, Section 6.1.1; periodic.

3.4 SPECIAL INSPECTIONS FOR MASONRY CONSTRUCTION

- A. Masonry Structures Subject to Special Inspection:
 - 1. Masonry construction when required by the quality assurance program of TMS 402/602.
 - 2. Empirically designed masonry, glass unit masonry and masonry veneer in structures designated as "essential facilities".
 - 3. Engineered masonry in structures classified as "low hazard..." and "substantial hazard to human life in the event of failure".
- B. Verify each item below complies with approved Contract Documents and the applicable articles of TMS 402/602.
 - Inspections and Approvals:
 - a. Verify compliance with the required inspection provisions of the approved Contract Documents; periodic.
 - b. Verify approval of submittals required by Contract Documents; periodic.
 - 2. Compressive Strength of Masonry: Verify compressive strength of masonry units prior to start of construction unless specifically exempted by code; periodic.
 - 3. Slump Flow and Visual Stability Index (VSI): Verify compliance as self consolidating grout arrives on site; continuous.
 - 4. Joints and Accessories: When masonry construction begins, verify:
 - a. Proportions of site prepared mortar; periodic.
 - b. Construction of mortar joints; periodic.
 - c. Location of reinforcement, connectors, prestressing tendons, anchorages, etc; periodic.
 - 5. Structural Elements, Joints, Anchors, Protection: During masonry construction, verify:
 - a. Size and location of structural elements; periodic.
 - b. Type, size and location of anchors, including anchorage of masonry to structural members, frames or other construction; periodic.
 - c. Size, grade and type of reinforcement, anchor bolts and prestressing tendons and anchorages; periodic.
 - d. Welding of reinforcing bars; continuous.
 - e. Preparation, construction and protection of masonry against hot weather above 90 degrees F and cold weather below 40 degrees F; periodic.
 - 6. Grouting Preparation: Prior to grouting, verify:
 - a. Grout space is clean; periodic.

- b. Correct placement of reinforcing, connectors, prestressing tendons and anchorages; periodic.
- c. Correctly proportioned site prepared grouts and prestressing grout for bonded tendons; periodic.
- d. Correctly constructed mortar joints; periodic.
- 7. Preparation of Grout Specimens, Mortar Specimens and Prisms: Observe preparation of specimens; periodic.

3.5 SPECIAL INSPECTIONS FOR SOILS

- A. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
 - 1. Design bearing capacity of material below shallow foundations; periodic.
 - 2. Design depth of excavations and suitability of material at bottom of excavations; periodic.
 - 3. Materials, densities, lift thicknesses; placement and compaction of backfill: continuous.
 - 4. Subgrade, prior to placement of compacted fill verify proper preparation; periodic.
- B. Testing: Classify and test excavated material; periodic.

3.6 SPECIAL INSPECTIONS FOR FIRE RESISTANT PENETRATIONS AND JOINTS

- A. Verify penetration firestops in accordance with ASTM E2174.
- B. Verify fire resistant joints in accordance with ASTM E2393.

3.7 SPECIAL INSPECTIONS FOR WIND RESISTANCE

A. Structural Observations for Wind Resistance: Visually observe structural system for general compliance with the approved Contract Documents; periodic.

3.8 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

- A. Special Inspection Agency shall:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified reference standards.
 - 3. Ascertain compliance of materials and products with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests or inspections specified.

- B. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- C. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.9 TESTING AGENCY DUTIES AND RESPONSIBILITIES

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests or inspections specified.
- B. Limits on Testing or Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the work.
- C. On instructions by Architect, perform re-testing required because of non-compliance with specified requirements, using the same agency.
- D. Contractor will pay for re-testing required because of non-compliance with specified requirements.

3.10 CONTRACTOR DUTIES AND RESPONSIBILITIES

- A. Contractor Responsibilities, General:
 - 1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
 - 2. Cooperate with agency and laboratory personnel; provide access to approved documents at project site, to the work, to manufacturers' facilities, and to fabricators' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to work to be tested or inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
 - c. To facilitate tests or inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.

- 5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- B. Contractor Responsibilities, Wind Force-Resisting System and Wind Force-Resisting Component: Submit written statement of responsibility for each item listed in the Statement of Special Inspections to AHJ and Owner prior to starting work. Statement of responsibility shall acknowledge awareness of special construction requirements and other requirements listed.

3.11 STATEMENT OF SPECIAL INSPECTIONS

A. See State of Ohio Bureau of Building Code Compliance Form attached to this section.

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.2 RELATED REQUIREMENTS

- A. Section 012500 Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 017419 Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.
- C. Section 018113 Sustainable Design Requirements: Submittal requirements relating to sustainable design.

1.3 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.1 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.2 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Made of wood from newly cut old growth timber.
 - 3. Containing lead, cadmium, or asbestos.
- C. Refer to Section 018113 Sustainable Design Requirements for additional product requirements.

2.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- D. Products with a Basis of Design listed either in the specifications or in the Drawings:
 Use the Basis of Design product, or submit a request for substitution for a comparable product meeting the product requirements. Substitutions may be permitted from a list of named manufacturers, or by other manufacturers, depending on the specified product.

2.4 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.1 SUBSTITUTION LIMITATIONS

A. See Section 012500 - Substitution Procedures.

3.2 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.3 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 017419.
 - Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor and roof areas.
- C. Store and protect products in accordance with manufacturers' instructions.

- D. Store with seals and labels intact and legible.
- E. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.
- F. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- G. For exterior storage of fabricated products, place on sloped supports above ground.
- H. Provide off-site storage and protection when site does not permit on-site storage or protection.
- I. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- J. Comply with manufacturer's warranty conditions, if any.
- K. Do not store products directly on the ground.
- L. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- M. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- N. Prevent contact with material that may cause corrosion, discoloration, or staining.
- O. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- P. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- I. General requirements for maintenance service.

1.2 RELATED REQUIREMENTS

- A. Section 011201 Bid Scopes: Cutting and patching requirements.
- B. Section 017419 Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- C. Section 017800 Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- D. Section 017900 Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections

1.3 REFERENCE STANDARDS

1.4 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.5 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.6 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Perform dewatering activities, as required, for the duration of the project.
- E. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- F. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- G. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Refer to civil drawings for erosion and sedimentation control requirements.

- H. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
 - 2. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
 - 3. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.
- I. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- J. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.7 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.4 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- G. Utilize recognized engineering survey practices.
- H. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
 - 4. Controlling lines and levels required for mechanical and electrical trades.
- I. Periodically verify layouts by same means.
- J. Maintain a complete and accurate log of control and survey work as it progresses.

3.5 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.6 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.7 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
- G. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- H. Prohibit traffic from landscaped areas.
- I. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.8 SYSTEM STARTUP

- A. Coordinate with requirements of Section 019113 General Commissioning Requirements.
- B. Coordinate schedule for start-up of various equipment and systems.
- C. Notify Architect and Owner seven days prior to start-up of each item.
- D. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- E. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- F. Verify that wiring and support components for equipment are complete and tested.
- G. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- H. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- I. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.9 DEMONSTRATION AND INSTRUCTION

A. See Section 017900 - Demonstration and Training.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 230593 Testing, Adjusting, and Balancing for HVAC.

3.11 FINAL CLEANING

- A. Execute final cleaning after Substantial Completion but before making final application for payment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.

- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Accompany Project Coordinator on Contractor's preliminary final inspection.
- H. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- I. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.13 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

SECTION 017800 - CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.2 RELATED REQUIREMENTS

- A. Section 007223: General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 013000 Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 017000 Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.3 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C Warranties and Bonds:

- 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
- 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
- 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.

3.2 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.4 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Include test and balancing reports.
- O. Additional Requirements: As specified in individual product specification sections.

3.5 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Photocopies of warranties and bonds.

3.6 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.1 SUMMARY

- A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
 - 1. All software-operated systems.
 - 2. HVAC systems and equipment.
 - 3. Plumbing equipment.
 - 4. Electrical systems and equipment.
 - 5. Conveying systems.
 - 6. Landscape irrigation.
 - 7. Items specified in individual product Sections.
- C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
 - 1. Roofing, waterproofing, and other weather-exposed or moisture protection products.
 - 2. Finishes, including flooring, wall finishes, ceiling finishes.
 - 3. Fixtures and fittings.
 - 4. Items specified in individual product Sections.

1.2 RELATED REQUIREMENTS

- A. Section 017800 Closeout Submittals: Operation and maintenance manuals.
- B. Section 019113 General Commissioning Requirements: Additional requirements applicable to demonstration and training.
- C. Other Specification Sections: Additional requirements for demonstration and training.

1.3 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures; except:
- B. Draft Training Plans: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
 - 1. Submit to Architect for transmittal to Owner.
 - 2. Submit not less than four weeks prior to start of training.
 - 3. Revise and resubmit until acceptable.
 - 4. Provide an overall schedule showing all training sessions.
 - 5. Include at least the following for each training session:
 - a. Identification, date, time, and duration.

- b. Description of products and/or systems to be covered.
- c. Name of firm and person conducting training; include qualifications.
- d. Intended audience, such as job description.
- e. Objectives of training and suggested methods of ensuring adequate training.
- f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
- g. Media to be used, such a slides, hand-outs, etc.
- h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
 - 1. Include applicable portion of O&M manuals.
 - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
 - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.

D. Training Reports:

- 1. Identification of each training session, date, time, and duration.
- 2. Sign-in sheet showing names and job titles of attendees.
- 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
- 4. Include Commissioning Authority's formal acceptance of training session.
- E. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.
 - 1. Format: DVD Disc.
 - 2. Label each disc and container with session identification and date.

1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
 - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
 - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 DEMONSTRATION - GENERAL

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstrations conducted during Functional Testing need not be repeated unless Owner personnel training is specified.
- C. Demonstration may be combined with Owner personnel training if applicable.
- D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
 - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.2 TRAINING - GENERAL

- A. Commissioning Authority will prepare the Training Plan based on draft plans submitted.
- B. Conduct training on-site unless otherwise indicated.
- C. Owner will provide classroom and seating at no cost to Contractor.
- D. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.
- E. Provide training in minimum two hour segments.
- F. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.
- G. Training schedule will be subject to availability of Owner's personnel to be trained; reschedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- H. Review of Facility Policy on Operation and Maintenance Data: During training discuss:

- 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
- 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
- 3. Typical uses of the O&M manuals.
- I. Product- and System-Specific Training:
 - 1. Review the applicable O&M manuals.
 - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
 - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
 - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
 - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
 - 6. Discuss common troubleshooting problems and solutions.
 - 7. Discuss any peculiarities of equipment installation or operation.
 - 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
 - 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
 - 10. Review spare parts and tools required to be furnished by Contractor.
 - 11. Review spare parts suppliers and sources and procurement procedures.
- J. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions and the Sections included under Division 01, General Requirements, shall be included as a part of this Section as though bound herein.

1.02 SCOPE OF WORK

- A. Work included but not limited to the following:
 - 1. Provide material and labor required to deliver, store, uncrate, assemble, set in place, level, alignment, caulking, start up and test all of the foodservice equipment and accessories as indicated on the drawings.
- B. Work not included and/or specified elsewhere:
 - 2. Division 22 work relating to Food Service Equipment including, but not necessarily limited to, rough-ins, inter-connection of components shipped loose, shut-offs, and final connection of all water, waste, gas, steam connections; installation of all faucets, prerinse assemblies, vacuum breakers, hose stations, check valves, and flow control valves as furnished with the equipment.
 - 3. Division 26 work relating to Food Service Equipment including, but not necessarily limited to, rough-ins, inter-connection of components shipped loose, and final electrical connections to terminal blocks, terminal panels or junction boxes as furnished on the equipment; floor, wall and ceiling electrical receptacles; disconnect switches for the equipment as required by applicable codes; conduit and conductors between remote control panels and the equipment.
 - 4. Floor, wall, and ceiling openings and recesses as required for Food Service Equipment ducts and piping.
 - 5. All access through drywall or masonry walls necessary for the servicing of the equipment shall be the responsibility of the General Contractor/Owner.

1.03 REFERENCE STANDARDS

The following references are hereby made a part of this specification:

A. Manufacture and install equipment and accessories in strict accordance with, and if applicable; bear the seal of AGA, ANSI, ASME, FM, NEC, NEMA, NFPA, NSF, OSHA, and UL. Install equipment in strict accordance with the manufacturers' written instructions. Where installation instructions included in the Contract Documents are at variance with the above referenced standards or the instructions furnished by the equipment manufacturer, request written clarification from the Owner prior to proceeding with the work.

1.04 SUBMITTALS

A. Samples.

- 1. If requested by the Architect, submit any additional physical examples that represent materials, equipment, fabrication, or workmanship.
- 2. Obtain from the Owner samples of dishes, glasses, cups, trays, etc. as necessary to verify the size and compatibility of dispensers, racks, dishmachines, carts, etc. Prior to procurement, the Contractor is to notify the Architect in writing if the Owner's samples are not compatible with the specified equipment.

B. Shop Drawings.

- 1. Within thirty (30) calendar days after award of the Food Service Equipment Contract, submit prints and one (1) set of reproducible sepias of the following drawings:
 - a . Custom fabrication shop drawings, minimum scale 3/4" = 1'-0" for plan and elevation views and 1 1/2" = 1'-0" for sections and details. Indicate each item in plan, elevation and section including all dimensions, materials, cutouts, gauges, radii, construction details, reinforcement, and anchorage.
 - b. Dimensioned rough-in drawings, minimum scale 1/4" = 1'-0", indicating the following:
 - 1) Building features such as walls, columns, doors, windows, etc. which defines the construction surrounding the Food Service Equipment.
 - 2) Floor, wall and ceiling penetration location of the mechanical and electrical rough-ins.
 - 3) Location of the final mechanical and electrical equipment connections including the height above the floor, size, and type of connection.
 - 4) Location of floor drains, equipment bases, curbs, troughs, sleeves, backing, minimum clearances, and other construction details critical for the Food Service Equipment installation and satisfactory operation of the equipment.
- 2. Prior to proceeding with fabrication, obtain approved shop drawings from the Owner and field verify dimensions of all abutting construction and equipment mechanical and electrical rough-ins.
- 3. Notify the Owner in writing of any departures from the construction indicated in the Contract Documents, including any architectural, structural, mechanical and electrical

discrepancies discovered during field measurement. Obtain written authorization from the Architect before proceeding with fabrication of work that requires alteration or necessitates construction changes due to a construction discrepancy.

- Contractor is responsible for the modification, relocation, removal, or replacement cost of any work due to an error or omission in the shop drawings, rough-in drawings, or field measurements.
- 5. Within thirty (30) calendar days after award of the Food Service Equipment Contract, submit bound sets of Manufacturer's Specification and Technical Data.
 - a . Submit data for each manufactured item and accessory including those items to be built into fabricated equipment.
 - b. Mark each data submittal indicating the model number, quantity, including accessories, sizes, utility connections, etc.
 - c . Submit manufacturers latest applicable installation instructions.
 - d . Prior to proceeding with procurement, obtain approval from the Owner for the Manufacturers Specification and Technical Data submittals.
- C. Submit 2 copies of Operation and Maintenance Manuals prior to completion of the work. For each item of mechanically operated equipment, include the following:
 - 1. Manufacturers operating instructions.
 - 2. Maintenance procedures and parts list.
 - 3. Name, address, and telephone number of the local authorized service agency.
 - 4. Special extended warranty instructions including duration and description of components covered.

1.05 QUALITY ASSURANCE

- A. Manufacturers qualifications: Provide equipment from manufacturers regularly engaged in the production of the specified items and who have an established history of successful production acceptable to the Architect.
- B. Installers qualifications: Provide experienced craftsmen and supervisors who are trained in the necessary trades, skills, techniques, methods, sequences, and procedures required for the proper performance of the work.
- C. Field measurements: Prior to equipment custom fabrication, field verify dimensions of all abutting construction and equipment mechanical and electrical rough-ins. Prior to placing the floor and enclosing the walls and within three (3) working days after notification from the General Contractor, field verify the proper location of floor and wall mechanical and electrical rough-ins, floor drains, equipment bases, curbs, troughs, sleeves, backing, minimum

clearances and other construction details critical for proper installation of the Food Service Equipment.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Store off-site all equipment until the Owner authorizes delivery to the site.
- B. Receive, unload, protect, assemble, and install ready for final connection and adjustment of all material and equipment required to complete the work.
- C. Obtain a signed delivery receipt for fittings delivered for installation by other Contractors. Individually identify fittings with a packing list indicating the quantity and item number and include adequate installation instructions.
- D. Protect all materials and equipment prior to installation and final acceptance. Immediately repair or replace damaged or lost equipment.

1.07 PROJECT CONDITIONS

A. The Food Service Contractor is responsible for the cost and coordination of hoist equipment, hoist operators and removal/replacement of any part of the building if required for delivery and installation of the work.

1.08 WARRANTY

A. From the date of substantial completion and acceptance by the Owner, provide a one-year free parts and labor repair and/or replacement warranty covering defective parts and workmanship. Provide refrigeration system compressors with a manufacturer's factory warranty for an additional four years.

1.08 <u>CLOSEOUT PROCEDURES</u>

A. Provide services of the installer's technical representative and/or manufacturers technical representative, where required, to instruct owner's personnel in the operation and maintenance of the food service equipment. Schedule training with the owner; provide at least 7 days' notice to owner, contractor, and architect of the training date.

PART 2 - MATERIALS

2.01 GENERAL

- A. Provide new materials and equipment. Equipment shall be the current model offered by the manufacturers at the time of shipment.
- B. Provide suitable access to all equipment parts that may require lubrication, repair, or replacement.

C. Unless specifically approved by the Architect, do not provide closure trim as a means to correct shop drawing, fabrication, or field measurement errors.

2.02 MATERIALS

- A. Provide Type 302 or Type 304, 18-8 stainless steel as designated by the American Iron or Steel Institute. Commercial mill finish of not less than a No. 4 for surfaces exposed to view, and not less than a No. 2B for surfaces not exposed to view.
- B. Welded joints with rod of the same basic composition as the parts welded.
- C. Rolled steel shapes shall conform to ASTM Designation A-36.
- D. Concealed bolts, screws, nuts and washers shall be corrosive resisting metal of the same composition as the metal to which they are fastened. Concealed bolts, screws, nuts, and washers that fasten dissimilar metals shall be of the high-grade alloy.
- E. Steel galvanizing shall conform to ASTM Designation A-123. Galvanized sections shall be cold rolled, surplus splatter removed, and surface free of runs, blisters, uncoated spots, and patches.
- F. Provide General Electric "Silastic" or Dow Corning #780 sealant applied as per the manufacturer's recommendation for sealing abutting surfaces. Sealant color as selected by the Architect.
- G. Quick disconnect assemblies, where specified, are to be as follows:

1. Water Connector: Dormont #BP2Q

2. Gas Connector: Dormont #1600 KITS Series

3. Steam Connector: Dormont #BIP2Q

H. Corner guards and wall caps shall be 14-gauge stainless steel, 48" long with a minimum 2" leg. The throat width of wall caps to be determined by finished wall thickness.

2.03 FABRICATED EOUIPMENT

- A. The shop fabricated items to be completely assembled and shipped to the site in one piece whenever practical.
- B. Welds are to be flat, ground and polished to the original color of the adjacent metal, and free of pits, cracks, buckles, and discolorations. Polished grain on each item shall be in the same direction on all horizontal and all vertical surfaces except when sections terminate in a mitered edge. Remove surface imperfections by suitable grinding, polishing, and finishing. Soldered, lapped, riveted, or bolted seams are not acceptable. Sheared edges shall be free of projections, burrs, and fins to prevent lacerations. Grind smooth and polish all exposed edges.

- C. Exposed surfaces are to be free from bolt and screw heads. Bolt threads inside of fixtures which are subject to contact with wiping clothes or hands, or are not readily accessible, shall be capped with a lock washer and a chromium plated acorn nut.
- D. All items not fabricated in a rigid manner to eliminate warp, buckle, rattle, and wobble shall be reinforced and braced as necessary so as to be acceptable to the Architect.
- E. Provide factory installed utility chases at the end or rear of base cabinets as necessary to eliminate field cutting of the unit to accommodate service and utility lines.
- F. Provide a strain relief grommet for all mechanical and electrical penetrations through counter tops.
- G. Soiled dish table to have all exposed edges finished in 3" high curbing with 1 1/2" diameter 180-degree rolled rim, corners bullnosed, and 10" high splash adjacent to wall. Round all corners horizontally and vertically forming a cove at the intersection. Joints to be continuously welded, ground, and polished to a No. 4 finish free of buckles and weld marks. Top to be cross braced with 14-gauge stainless steel channel stiffeners welded to underside. Cross stiffeners to be located at leg assembly stations on approximately 5' centers.

2.04 <u>MECHANICAL REOUIREMENTS</u>

- A. <u>Vacuum Breakers</u>: Provide the following items with a vacuum breaker or backflow preventer of the type required by the local authorities having jurisdiction: Disposers, hose stations, pot/kettle fillers, items which require a water inlet below the flood level of the fixture, and items which have a threaded faucet connection.
- B. <u>Quick Disconnects</u>: As specified in the Itemized Equipment Specification, provide a quick disconnect assembly for water, steam, and gas connections to movable equipment.

C. Refrigeration Systems:

- 1. Refrigeration systems shall be complete with items specified or required for complete operation. Walk-in refrigeration systems shall be designed and sized to maintain the temperature indicated in the Itemized Equipment Specifications.
- 2. Prior to the Final Inspection, test operate all refrigeration systems for a period of three (3) days. During the test period adjust the system and instruct the Owner as to the method of operation and maintenance.

2.05 <u>ELECTRICAL REQUIREMENTS</u>

A. Completely wire equipment internally at the factory. Line voltage wiring, including a separate ground wire, and control circuit low voltage wiring is to be installed in steel conduit. In wet areas provide Sealtite Type NEF¹¹ conduit and waterproof boxes. Receptacles, controls, indicator lights, and switches to be mounted on or in fabricated items are to be factory installed, interconnected between items, and prewired to a terminal box. Provide electrical devise cover plates for all devices furnished by the Contractor. The cover plate is to match the material and finish of the adjacent surface to which it is applied. Provide a plastic

nameplate identifying the function of all factory-installed switches, receptacles, controls, and indicator lights.

- B. As indicated on the Food Service Equipment Electrical Connection Plan, equip each item requiring electrical power as specified with either a cord and plug or a terminal box.
- C. Furnish to the Division 16 Contractor for installation, the remote mounted electrical components supplied by the equipment manufacturer.

2.06 STAINLESS STEEL AND FABRICATED SPECIFICATIONS

- A. Non-Corrodible Alloy (Stainless Steel)
 - 1. Non-corrodible alloy, or stainless steel, specified hereinafter Type 302 stainless steel, having a standard analysis of 18% chrome and 8% nickel.
 - All gauges where specified are to be United States standard gauges. All exposed surfaces are to be given a finish equal to No. 4 or 180 grit. Where manufacturing process and welding disturb the original finish, it shall be carefully reground, polished, and restored to match the balance of surface.

B. Galvanized Iron.

1. Where galvanized iron is specified, furnish tight coat galvanized copper bearing, used in largest possible sheets with as few joints as necessary; paint Hammertone Gray enamel unless otherwise specified.

C. Welding.

- 1. Stainless steel welds, welded using stainless steel electrodes shall be free of pits, flaws, discolorations, and peened to remove flux and impurities. Grind welds smooth and polish to original sheet. Where grinding and polishing has destroyed the grain, restore and blend to omit all traces of welding.
- 2. Acetylene welding or silver solder is not acceptable.
- 3. All concealed or exposed welds on unpolished surfaces to be background to surface of original metal to remove all impurities from welds. Solder is not permissible unless specifically specified and/or approved. Make all welds smooth, with neither dip nor bulge.
- D. Field Joints, Welded.
 - Field joints, where called for, to be located for practical construction and consistent with sizes convenient for shipping and accessibility into building. Field joints in tops to be carefully sheared so they can be tightly butted and fully welded on job, with welds ground and polished smooth to match balance of equipment.
- E. Field Joints. Hairline.

- 1. Locate field joints for practical construction, consistent with sizes convenient for shipping and accessibility into building. Carefully shear all field joints in tops for tight butt joint, drawn together to leave hairline joint, constructed as follows:
 - a . Weld two 1 ½" x 1 ½", 14-gauge channels to underside of top of materials as called for in Item Specifications. Set one back from edge, extend other to beyond edge to form flat surface for meeting piece. Underside of top that overlaps one channel to be provided with stud bolts on 2 1/2" centers; perforate top surface of channel to receive same. Perforate abutting vertical members of channels; provide 5/16" bolts on 4" centers. When bolts in channel and stud bolts are drawn tightly, both vertical and horizontal tension provides to hold top secure and level. Make joints watertight with mastic sealer.

F. Refrigeration Coils, Embedded.

- 1. Concealed coils as specified under Item Specifications for cold pans and cold wall type refrigerators constructed as follows:
 - a . A series of stainless-steel holding pans stud welded to exterior side of lining. A continuous coil of 1/2" copper tubing formed to follow contour of lining and applied to exterior surface of same. This coil completely sealed with thermomastic held firmly in place by a sheet of insulated material, which in turn secured by means of studs herein above mentioned. The entire assembly then installed in the insulated housing of the fixture and carefully sealed to prevent air leaks.

G. Sink Inserts.

- 1. Sink inserts to be of one piece fully welded construction with vertical and horizontal corners coved 5/8" radius, size called for in Itemized Specifications and constructed of 14-gauge stainless steel.
- 2. Sinks welded to counter tops.
- 3. Sinks fitted with 1 1/2" stainless steel duo strainer type drain, with removable stainless steel crumb cup, and chrome-plated tailpiece, or as specified.

H. Sink Drainboards.

- Drainboards constructed of the same material as sinks and welded integral to same.
 Drainboards to have approximately 3" high rims with die-formed integral rolled edges to
 match sink edges. Horizontal and vertical corners coved on 5/8" radius, welded, ground,
 and polished to No. 4 finish, 180 grit. Solder filleting of these corners is not acceptable.
 Drainboards pitched to properly drain to sink.
- 2. Across backs and ends against walls or high fixtures, a 10" high splash back, or as specified, coved back across the top 2" to match splash of sink compartment. Splash back welded integral with splash of sink compartment with ends enclosed.

I. Hot Food Wells - Electric.

1. Countertop has a 12" x 20" die-stamped pan opening with perimeter raised beaded edge, approximately 1/4" high with stainless steel angle frame welded to underside of top,

around perimeter of opening, and between for extra support. Each opening fitted with die-stamped stainless steel coved corner well 6 1/2" deep. Well housed in galvanized iron insulated casing.

 Wells to be heated by individual thermostatically controlled electric elements each having pilot light indicator. All elements interconnected and wired with all wiring terminated in lower junction box. Controls housed in wire chase (with removable face plate) mounted below apron or plate shelf. Elements rated 1000 watts based on 120, 208 or 240 volt, single phase.

J. Pipe Chases.

- 1. Where top arrangement of enclosed base tables makes it necessary for plumbing and supply piping to be passed through base, this piping is to be enclosed in a suitable pipe chase with easily removable access panels. These access panels are not to be held in place with screws or latches, but formed up in a pan shape, removable without tools. Foregoing only applies to fixtures where access is required from front of fixture, as in the case of sinks. Pipe chases at end of fixtures containing bottom and intermediate shelves need not be enclosed unless called for in Itemized Specifications. Unless otherwise specified, shelves in these fixtures turned up a minimum of 3" at edge of the pipe chase.
- 2. In detailing fixtures, Kitchen Equipment Contractor is to consult with Piping Contractor to be certain that due allowance is made for traps or other controls and fittings.
- 3. Where plumbing and supply piping pass through shelves on open base tables, shelves must be neatly punched or die-stamped for piping, Equipment Contractor is to note location of such pipe chases or stamped pipe openings on his plan and/or detail drawings. These must be of sufficient size to accommodate all necessary risers so that additional holes need not be cut in the field. Piping Contractor is cautioned to rough in as near to these chases as possible, so all risers from rough-in to final connection run through existing chases and/or slots.

K. Elevated Shelves.

- Elevated shelves constructed of 16-gauge stainless steel, unless otherwise called for with edges and brackets per Itemized Specifications. Shelves mounted on solid stainless steel gusset type wall brackets. If table mounted, supports shall be stainless steel tubing of size and gauge called for in Itemized Specifications, and mounted in accordance with one of the following:
 - a . Supports mounted to flat surface (metal), without undercounter restrictions bolted through top with 5/16" bolt into steel bushings wedged into tubing.
 - b. Supports mounted to flat surface (maple or composition), surface mounted with raised ferrules and set screws.
 - c . Supports mounted to roll rim contoured to match roll and mounted the same as number a.
 - d . Supports mounted to table riser, use stainless steel saddle brackets mounted to riser.

L. Tabletops (Metal).

- 1. Metal tabletops of 14-gauge stainless steel should have shop seams and corners welded, ground smooth, and polished. Tops to be braced with 1 ½" x 1 ½" x 12-gauge G.I. angle running length of table. A cross angle will be furnished at intermediate legs. Bracing stud bolted to underside of top with cadmium plated lock nuts. Sound deadening mastic breaks metal-to-metal contract between all angle bracing and underside of top.
- 2. Field joints provided in top where necessary and located for practical construction and consistent with sizes convenient for shipping and accessibility into building. See section entitled "Field Joints" for description of these joints.
- 3. Metal top edges turned down 1-3/4" on 90-degree with 5/8" return except where otherwise called for in Item Specifications.

M. Pipe Stands and Frames.

1. All pipe stands for open base tables or dish tables constructed of 1-5/8" 16-gauge stainless steel, stretchers and cross braces to be constructed of 1-1/4" 16-gauge stainless steel. All joints between legs and cross braces welded and ground smooth.

N. Pipe Base Tables.

- Tops: 14-gauge stainless steel finished on all sides; tops braced with 1 1/2" x 1 1/2" x 12-gauge galvanized angle running length of table. A cross angle will be furnished at intermediate legs. Bracing stud bolted to underside of top with cadmium plated lock nuts. Sound deadening mastic breaks metal-to-metal contact between all angle bracing and underside of top.
 - a. 1-3/4" hard Maple top, no angle underbracing.
- 2. Bases: Uprights of 1-5/8" O.D. 16-gauge stainless steel tubing with cross stretchers of 1 1/4" O.D. 16-gauge stainless steel tubing welded to uprights. Uprights fitted at top with die-stamped fully enclosed stainless-steel gussets, which in turn are stud bolted to underside of top with cadmium-plated lock nuts. Uprights fitted at bottom with stainless steel internally threaded adjustable bullet feet.
 - a . Uprights for Maple tops fitted at top with die-stamped fully enclosed stainless-steel gussets, which are lag screwed to top.
- 3. Finish: Stainless steel tops to be polished to be No. 4 finish. Steel tubing bases to be spray painted Hammertone gray enamel.

4. Tables:

- a. 3' to 6' inclusive have four (4) legs.
- b. 7' to 12' inclusive have six (6) legs.
- c. 13' to 15' inclusive have eight (8) legs.

O. Cabinet Base Tables.

- 1. Tops: 14-gauge stainless steel finished on all sides. Bracing stud bolted to underside of top with cadmium plated lock nuts. Sound deadened mastic breaks metal-to-metal contact between all angle bracing and underside of top.
- 2. Body: 18-gauge stainless steel enclosed on back and ends body corners square, ends terminated at operator's side in 3" wide vertical mullion, open in accordance with NSF requirements. Body braced at top with 1 1/2" x 1 1/2" x 12-gauge galvanized angle framework with angles spaced on approximate 24" centers. Front side open to accommodate specified requirements. The body is mounted on 6" high stainless steel bullet counter legs welded to 12-gauge galvanized gussets, which in turn are welded to the body.
- 3. Finish: Stainless steel tops and bodies polished to No. 4 finish.
 - a. Galvanized bodies spray painted Hammertone Gray enamel on exterior.
- 4. Dimensions: 36" high x length and width listed.
- 5. Cabinets:
 - a. 2' to 6' inclusive have four (4) legs.
 - b. 7' to 12' inclusive have six (6) legs.
 - c. 13' to 15' inclusive have eight (8) legs.

6. Undershelves.

- a. Where required, constructed of 18-gauge stainless steel set back construction. Back and edges formed to 1 1/2" on 1/4" radius with flanges spot-welded to adjacent body panels, resulting near vertical corners notched open. Front edge formed down 1-3/4" with 1/2" channel toe in and galvanized closure channel. Shelves furnished with one 1 1/2" galvanized angle brace, running full length of shelf, centered in width. Stainless steel shelves polished to No. 4 finish.
- 7. Overhead track sliding doors.
 - a. Doors are constructed of double wall, with exterior of 18-gauge stainless steel and interior of 18-gauge galvanized steel. Fitted at top with steel ball bearing rollers, operating in die-formed overhead track. Tracks pitched to provide self-closing doors. Doors fitted with die-stamped, stainless steel recessed handle and a stainless-steel channel for guiding door at bottom.
 - b . Furnish mullion fillers for all vertical cabinet mullions.
 - c. Furnish horizontal top mullion to conceal track.
 - d. If specified, doors to be insulated with 5/8" urethane.
- 8. Hinged doors.

a. Doors are constructed double pan-shaped with 18-gauge stainless steel exterior and interior. Hinged doors should be flush type mounted on stainless steel lift-off pivot hinges. Doors fitted with die-stamped, stainless steel recessed handled, and magnetic catches. Finish horizontal top mullion with the same materials as door exterior.

9. Angle slides.

a . Each tier consists of four (4) pairs of 18-gauge stainless steel angle slides welded to a removable slide frame. The slide frame consists of two (2) 16-gauge stainless steel vertical angles tied together by slides. Each frame supported on and removable from stainless steel studs.

P. Cafeteria Counters.

- 1. Body veneered on ends and front with uniformly spaced 18-gauge galvanized steel panels veneered with 1/16" Formica and 14-gauge stainless steel flat vertical trimmed to 1/4" wide.
- Q. Tray slides, as indicated in Item Specifications:
 - B. Three-rail. Constructed of 1" O.D. 18-gauge stainless steel tubing supported by dieformed stainless-steel brackets mounted to front face of counter trim. Ends finished with plastic caps.
 - Solid with ridges. Constructed of 14-gauge stainless steel No. 4 finish with three (3) dieformed ridges running full length of top surface; edges flanged down in bullnose across front; ends turned down straight; back edge flanged up 1 1/2" under turndown of countertop. Supported by stainless steel die-formed brackets mounted to front face of counter trim.
- R. Pot Racks, as indicated in Item Specifications:
 - 1. Stainless steel racks, 2" x 3/16".
 - a. Polished to a No. 4 finish.
 - b . Furnished with double pointed, movable stainless-steel pothooks on 8" centers.
 - c. Ceiling mounted racks furnished with 3/8" O.D. stainless steel rods, threaded at ends.
 - d. Table mounted racks furnished with 1-5/8" O.D. 16-gauge stainless-steel tubing uprights.
 - 2. Iron band racks, 2" x 3/16"
 - a. Finished aluminum bronze.
 - b. Furnished with double pointed, movable cadmium plated pothooks on 8" centers.

- c. Ceiling mounted racks furnished with 3/8" O.D. fully threaded iron rods.
- d. Table mounted racks furnished with 1-5/8" O.D. steel tubing uprights, spray painted Hammertone Gray enamel.
- 2. Dimensions 7' 6" above floor.
- 3. Wall type pot racks.
 - a . Single-bar with stainless steel elevated shelf, 12" wide, 18-gauge stainless steel shelf with 1-1/4" semi-roll on front and ends; rear coved up to 1 1/2", supported by solid gusset type brackets of same material as bar. Brackets notched back with 2" x 3/16" single bar welded across front, 6" from wall. Shelves 7'0" or longer to have three (3) brackets.
 - b. Two-bar. Two (2) bands spaced 1 1/2" and 5 1/2" from top and welded to 9" high vertical bands. Top bar formed out 12" from wall to square corners; lower bar 6". Racks 7'0" or longer to have three (3) brackets.

PART 3 - EXECUTION

3.01 COORDINATION OF WORK

- A. The Kitchen Equipment Contractor shall coordinate any and all work schedules respective to this contract with the Owner, participate in required scheduling meetings, and co-sign the schedule agreed to by the Prime Contractors.
- B. Field inspect conditions at site and verify that the wall dimensions and rough-ins were properly installed. Notify the Architect in writing of discrepancies between the contract documents and the actual conditions on the jobsite prior to equipment fabrication. Check all door openings, passageways, elevators, etc., to be sure that equipment can be conveyed into its proper location within the building. If necessary, check with the contractor regarding the possibility of holding wall erection, placement of door jambs, windows, etc. for the purpose of moving the equipment into its proper location.
- C. Kitchen Equipment Contractor shall provide a competent foreman or superintendent to supervise the installation of equipment furnished under this contract. The Kitchen Equipment Contractor's superintendent shall coordinate all information necessary for the satisfactory execution and timely installation of the kitchen provided by the other trades in respect to their materials. Refer to Part 3.03 Openings.
- D. Locations of pipes, conduits, ducts, panels, equipment, fixtures, etc., shall be adjusted to accommodate anticipated or encountered conflicts. Kitchen Equipment Contractor shall determine the exact route and location of each pipe, conduit, and duct prior to fabrication.

- E. Kitchen Equipment Contractor shall provide necessary cut outs and access panels in equipment under this scope required for inspection of interiors, cleaning, utility access, and proper maintenance. Panels shall be made of matching material and removable without the use of tools. Provide 2" holes with grommets in vertical and horizontal surfaces as required to allow accessibility of equipment with cords to utility device.
- F. Kitchen Equipment Contractor shall coordinate requirements and locations for wall reinforcement, floor depressions and curbs, ceiling coffers, and special ceiling or structural supports as designated on the foodservice special conditions drawings and required for proper installation of foodservice equipment.

3.02 INSTALLATION REQUIREMENTS AND CLEARANCES

- A. Installation of the foodservice equipment shall be by the Kitchen Equipment Contractor and installed level and plumb, according to manufacturer's written instructions, original design, and referenced standards. This installation does not include final connection to utility services.
- B. Establish all heights and grades required for installation.
- C. Deliver foodservice equipment as factory-assembled units with protective crating and covering.
- D. Store foodservice equipment in original protective crating and covering in a dry location. Immediately repair or replace damaged or lost equipment.
- E. Equipment that abuts to a wall or against other equipment shall be sealed with General Electric "Silastic" or Dow Corning 732 RTV sealant. Refer to (Section 2.01, Paragraph C). Gaps exceeding 3/8" in width shall be trimmed with stainless steel channel and sealed.
- F. Assist in moving equipment to allow other trades to make final connections and be readily available to level and adjust equipment as the last connection is made. Advise the trades during installation on connection requirements for the various items of equipment.
- G. It shall be the Kitchen Equipment Contractor's responsibility to provide the necessary means to protect all work and materials within this scope throughout the duration of construction. Equipment shall not to be used as storage or as a work surface. Damage or theft to equipment on site shall be repaired or replaced at KEC's expense.

3.03 OPENINGS

A. Openings in walls, floors, ceilings, and other construction to receive pipelines, risers, duct work, and other equipment shall be provided by other trades. All openings shall be drilled, core bored, or cut in the approved locations and coordinated with an approved schedule to the satisfaction of the Owner's Representatives. Materials damaged under this contract shall be patched or replaced as directed by the Owner's Representatives.

- B. Firestop shall be provided at all building penetrations as required and must adhere to Section 078400 Fire-stopping and the regulations of local agencies having jurisdiction. The KEC shall be responsible for fire-stopping where equipment furnished under this scope penetrates fire-rated assemblies, building openings, or equipment with all other trades.
- D. Slots, chases, openings, and recesses through walls, floors, ceilings, and roofs in construction shall be shafts.

3.04 <u>CUTTING</u>, <u>PATCHING AND RESTORING</u>

A. Under each of the division specifications, the trades shall be responsible for all required digging, cutting, backfilling, patching, etc., incident to its work under that section, and shall make all required repairs thereafter to the satisfaction of the other trades.

3.05 PAINTING

- A. Each trade shall be responsible for painting all material and not having equipment items provided without a factory finish. Factory finishes include painted, galvanized, aluminum, stainless steel, and plated or polished non-corrosive surfaces.
- B. A prime coat plus two coats of vinyl base paint shall be provided on items to be field painted. Painting shall be in accordance with manufacturer's recommendations, with color approved by the Owner's Representatives.

3.06 CLEANING

- A. Stack and remove all waste material, crating, packaging, etc. resulting from work and keep premises in a satisfactory condition at all times. Refer to General Conditions section for coordination of on-site waste removal responsibilities.
 - C. All equipment furnished under this scope to be "Construction Clean" prior to project turnover. Remove any temporary protection from equipment and leave ready for use. Refer to General Conditions section for coordination of final cleaning responsibilities.

3.07 TESTS, INSPECTIONS, START-UPS, & PERFORMANCE CHECKS

- A. The Kitchen Equipment Contractor shall provide all required notices and pay all deposits and fees necessary for the installation, test, and inspection of all work under this scope. Tests shall adhere to the regulations of local and state authorities and other agencies having jurisdiction.
- B. Turn on all mechanical equipment, test for leaks, poor connections, inadequate or faulty performance, and correct as necessary.

C. The Kitchen Equipment Contractor shall coordinate equipment start-ups, performance checks, and adjustments. Equipment start-ups and performance checks must be provided by an authorized Service Company on all equipment that includes them as standard, requires them for proper activation of the warranty under the manufacturer, or as specified under Part 4.02 of the Itemized Equipment Specifications.

3.08 WARRANTY

- A. The Kitchen Equipment Contractor shall warranty in writing all workmanship, material, and equipment under this scope for a minimum period of one (1) year from date of substantial completion of the project. During this period, the Kitchen Equipment Contractor shall agree to repair and make good, in a timely manner and at its own expense, any and all defects, which, in the judgment of the Owner and its Representatives, arise from defective or faulty workmanship and/or imperfect or inferior material.
- B. The above shall in no way void or abolish the equipment manufacturer's guarantee or warranty on equipment. All guarantees or warranty certificates shall be delivered to the Owner.
- C. The Kitchen Equipment Contractor shall provide an additional warranty on all refrigeration system compressors (remote and self-contained) extending not less than a period of five (5) years from the date of substantial completion.
- D. Additional or extended warranties shall be provided as specified under Part 4 of the Itemized Equipment Specifications.

3.09 OPERATING MAINTENANCE MANUALS

- A. Three (3) complete hard copies and one (1) electronic copy of the Maintenance Manual labeled described herein shall be submitted to Architect for approval. The manuals shall be spiral bound.
- B. The manuals shall be typewritten and include a table of contents. The information shall be arranged in logical order for use by the Owner's personnel in maintaining the completed project.
- C. The Manuals shall include, but not limited to, the following:
 - 1. Table of Contents (denoting item, manufacturer, model number, and serial number)
 - 2. Name and phone number of applicable service agencies for equipment furnished.
 - 3. Materials list with place of purchase.
 - 4. List of normally replaceable items, such as filters, fuses, belts, seals, screens, etc., indicating style, rating, size, etc., and place of purchase.
- D. Equipment manuals shall be furnished a minimum of two weeks prior to any live instruction or demonstration to the Owner's personnel.

3.10 INSTRUCTION/DEMONSTRATION

- A. At a time and date selected by the Owner, the Kitchen Equipment Contractor shall arrange for live and onpremises instruction and demonstration conducted by representatives of the equipment manufacturers to those employees who will have charge, care, adjustment, and operation of all parts of the equipment and systems.
- B. A representative of the Kitchen Equipment Contractor shall prepare an itinerary and must be present at the facility during the demonstrations by the appropriate equipment manufacturer's representatives. One training session per manufacturer shall be available during normal business hours. Additional sessions shall be provided at the Owner's expense.
- C. After instructions, prepare a letter stating that the equipment was demonstrated and personally checked by the manufacturer's representative and found to be operating properly. Acceptance of the installation will not be completed until the letter is signed by the Owner and received.

PART 4 SCHEDULE OF EOUIPMENT

A. In accordance with the following Itemized Equipment Specification, furnish and install all items listed unless specifically noted otherwise. Items included in the Itemized Equipment Specification but not indicated on the Drawings are to be furnished by the Contractor including unpacking, assembly, cleaning, adjustment, start-up and testing.

ITEM #1 WALK IN COOLER FREEZER

Quantity: One (1)
Manufacturer: Kolpak
Model: WICF

1. Model WICF Walk-in combination Cooler/Freezer,

Walk-In Details - Two Compartment (Rectangular)

Actual Ext. Dimensions: 16'-4 1/2" X 21'-2" X 9'-11" high Freezer Int. Dimensions: 15'-8 1/2" X 12'-0" X 8'-11 3/8" high

Freezer Int. Dimensions: 15'-8 1/2" X 12'-0" X 8'-11 3/8" high Cooler Int. Dimensions: 15'-8 1/2" X 8'-2" X 8'-5 1/4" high

Floor Configuration:

Freezer: 4" Class 1 - Foamed in place Urethane, 16ga. smooth Galvanized for floor finish by

others

Cooler: 4" Class 1 - Foamed in place Urethane, 16ga. smooth Galvanized for floor finish by

others

Metal Finishes

Exposed Exterior: .040 Stucco Aluminum, balance Galvalume-Embossed 26 Ga.

Interior Walls: Aluminum-Smooth White .040

All panels are NSF 4" foamed-in-place urethane, UL classified with flame spread rating of 20.

Door Details

Hinged Walk-In Door(s)

(2) 36" X 77" flush mount magnetic infitting door with cam-rise hinges, padlockable deadbolt handle (exterior doors only), closer, brushed hardware, fully programmable Intelligent Controller (IC) featuring audio/visual temperature alarm with digital thermometer, high & low set points, energy saving door frame heater wire, vapor proof light & switch with pilot light.

Walk-In Accessories

Qty. Description

2 ea Handle - Kason 28 with Locking Assembly (STD)

2 ea Door Closer - Kason 1094 Brushed Chrome (STD)

2 ea Thermometer - 2 inch Dial w/6' Lead (STD)

2 ea Viewport - 14X14 Freezer, Heated Frame and Glass 4in Thick 120V 50/60H7

2 ea Clear-VU Swing Doors

2 ea Switch - Pilot Light Included 120V UL (STD)

1 ea Vent - Pressure Relief, Heated Kason 1825 (STD)

5.66 If Threshold, Stainless Steel 14 ga

1 ea Heater Wire, 5 Watt / FT

6 ea Hinge - Kason 1346 Brushed Chrome Adjustable / Spring Assisted (STD)

2 ea Light Fixture - Kason 1803 LED w/Bulb, Globe & Nightlight 120V (STD)

21 ft Bumper Rail Boston Flex Bumper (2-tier) W/Alum Base 1750 Series

For exposed FRONT exterior walls

8 ea End Caps For Bumper Rail 1750 Series

72 sf Closure panel stucco aluminum over exposed exterior wall - verify height required

111 sf Wainscot Aluminum Diamond Tread .063 Exterior exposed 36" h

1 ea Trim Angled 3" x 3" x 10ft Stainless 304 22ga

1 ea Trim Angled 6" x 10ft Stainless 304 22ga

5 ea LED Light Fixture (Shipped Loose)

1 HPRV #1825 (3" diam.)

4 Door Kickplate, 1/10" aluminum treadplate, 36" High, <37" Door

2 ea. Arctic Fox Electronic refrigeration control, system monitor and alarm with display

Equipment manufactured by Norlake or American Panel shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #2 COOLER EVAPORATOR

Quantity: One (1) Manufacturer: Kolpak

Model: KAM26-094-1ECAFOEM-PR-4

 Model KAM26-094-1ECAFOEM-PR-4 Cooler Evaporator Coil Low profile QRC evaporator coil. 120v-1PH

^{***}SEE DRAWING SHEETS FS-5.7 THRU FS-5.9 FOR EXACT DETAILS***

Low-Profile Evaporator Coil sized for proper operation with this application. Evaporator is to installed per manufacturers specification and be provided with fan delay thermostat, thermostat, solenoid, fan blade guards, aluminum housing, and all controls required for proper operation. Unit cooler to include manufacturer installed option Enviro-Control (or equal) electronic evaporator controller system with female CAT5 RJ45 ethernet port. Provide to owner; details on connecting to Enviro-Control website for monitoring and diagnostics.

Supply and Install 3/4" copper condensation drain piping with "P" traps at exterior of box. Run piping from coil along wall to drain as shown on drawings. Drain piping should be held out 1" from walls and exit out approximately 11" above floor.. Where freezer line manifolds to cooler condensate line, install trap just before manifold. PVC will not be accepted. Insulate total length of drain piping with 1" thick closed-cell insulation equal to Rubatex model R-180-FS pipe insulation.

SEE DRAWING SHEETS FS-5.7 THRU FS-5.9 FOR EXACT DETAILS

Equipment manufactured by Norlake or American Panel shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #3 COOLER CONDENSING UNIT

Quantity: One (1) Manufacturer: Kolpak

Model: PC69MZOP-3E

 Model PC69MZOP-3E Cooler Condensing Unit 208-230v-3 PH, 3/4 HP, R404A, Pre-Charged, Air-Cooled, Hermetic, Medium Temp Standard Compressor Unit on welded steel rack. Include frame mounted factory pre-wired control box, starter, with thermostat, suction accumulator, pump down receiver tank, head pressure control, and all other components necessary for proper operation.

Refrigeration Lines must be type "ACR" hard copper tubing brazed with silver solder at all joints. Copper tubing must be nitrogen charged to prevent oxidation and scale formation. Include liquid line dehydrator and sight glass with moisture indicator at compressor end of line. Lines are to be purged, charged, tested, and insulated in accordance with state and local codes. On lines at exterior of building Insulation must be UV resistant and wrapped with reflective foil tape. Fees for any required inspections or test are to be part of this contract.

Condensing unit to be set on building roof. K.E.C. to supply to Roofing Contractor for installation, 18-gauge galvanized steel equipment support rails for compressor, insulated heavy gauge galvanized steel pipe curb assembly with integral base plate and all components to make a weather tight piping and control line roof penetration. Equipment support rail lengths to be based on Walk-in Manufacturer's compressor size. Before ordering Equipment Support Rails, K.E.C. to coordinate required height with roofing contractor. Support rail height to be 12" above finished roof. Rails to be equal to Pate ES-2 style. Coordinate with roofing contractor type of roof before ordering pipe curb.

Upon request, a Pressure Piping Permit must be provided, if required.

2. Model WTY 2-5 YR Extended Compressor Warranty

SEE DRAWING SHEETS FS-5.7 THRU FS-5.9 FOR EXACT DETAILS

Equipment manufactured by Norlake or American Panel shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #4 FREEZER EVAPORATOR

Quantity: Two (2) Manufacturer: Kolpak

Model: KEL36-121-2ECAFOEM-PR-4

 Model KEL36-121-2ECAFOEM-PR-4 Freezer Evaporator Coil Low profile QRC evaporator coil. 208v-1PH

Low-Profile Evaporator Coil sized for proper operation with this application. Evaporator is to installed per manufacturers specification and be provided with electric defrost, drain pan heater, fan delay thermostat, thermostat, solenoid, heater tape for condensate drain line, fan blade guards, aluminum housing, and all controls required for proper operation. Unit cooler to include manufacturer installed option Enviro-Control (or equal) electronic evaporator controller system with female CAT5 RJ45 ethernet port. Provide to owner; details on connecting to Enviro-Control website for monitoring and diagnostics.

Supply and Install 3/4" copper condensation drain piping with "P" traps at exterior of box. Run piping from coil along wall to drain as shown on drawings. Drain piping should be held out 1" from walls and exit out approximately 11" above floor. Where freezer line manifolds to cooler condensate line, install trap just before manifold. PVC will not be accepted. Insulate total length of drain piping with 1" thick closed-cell insulation equal to Rubatex model R-180-FS pipe insulation.

SEE DRAWING SHEETS FS-5.7 THRU FS-5.9 FOR EXACT DETAILS

Equipment manufactured by Norlake or American Panel shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #4A HEAT TAPE

Quantity: One (1)
Manufacturer: Custom
Model: HEAT TAPE

1. Model HEAT TAPE Furnished and installed by Refrigeration Contractor

ITEM #5 FREEZER CONDENSING UNIT

Quantity: One (1)
Manufacturer: Kolpak

Model: PC349LZOP-3E

 Model PC349LZOP-3E Freezer Condensing Unit 208-230v-3 PH, 3 1/2 HP, R404A, Pre-Charged, Air-Cooled, Scroll, Low Temp Standard Compressor Unit on welded steel rack. Include frame mounted factory pre-wired control box, starter, with thermostat, suction accumulator, pump down receiver tank, head pressure control, and all other components necessary for proper operation.

Refrigeration Lines must be type "ACR" hard copper tubing brazed with silver solder at all joints. Copper tubing must be nitrogen charged to prevent oxidation and scale formation. Include liquid line dehydrator and sight glass with moisture indicator at compressor end of line. Lines are to be purged, charged, tested, and insulated in accordance with state and local codes. On lines at exterior of building Insulation must be UV resistant and wrapped with reflective foil tape. Fees for any required inspections or test are to be part of this contract.

Condensing unit to be set on building roof. K.E.C. to supply to Roofing Contractor for installation, 18-gauge galvanized steel equipment support rails for compressor, insulated heavy gauge galvanized steel pipe curb assembly with integral base plate and all components to make a weather tight piping and control line roof penetration. Equipment support rail lengths to be based on Walk-in Manufacturer's compressor size. Before ordering Equipment Support Rails, K.E.C. to coordinate required height with roofing contractor. Support rail height to be 12" above finished roof. Rails to be equal to Pate ES-2 style. Coordinate with roofing contractor type of roof before ordering pipe curb.

Upon request, a Pressure Piping Permit must be provided, if required.

2. Model WTY 5-YR Extended Compressor Warranty

SEE DRAWING SHEETS FS-5.7 THRU FS-5.9 FOR EXACT DETAILS

Equipment manufactured by Norlake or American Panel shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM # 6 WIRE SHELVING
Dimensions: 48(w) x 24(d)
Quantity: Fourty (40)
Manufacturer: Metro
Model: 2448NK3

Fourty (40) Quick Ship - Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

Fourty-Four (44) Quick Ship - Super Erecta® Shelf, wire, 42"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

Eighty-Four (84) Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial

Equipment manufactured by Cambro or Amco shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM # 7 MILK CRATE DOLLY

Dimensions: 8.25(h) x 16.13(w) x 16.13(d)

Quantity: Two (2)
Manufacturer: Cambro
Model: CD1313401

Two (2) Camdolly®, 16-1/8"L x 16-1/8"W x 8-1/4"H (exterior dimensions), load capacity 250 lbs., holds 13" x 13" milk crates only, (4) 3" heavy duty swivel casters, no brake, slate blue, NSF

Equipment manufactured by Channel or New Age shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #8 SPARE NO.

ITEM # 9 TRACK SHELVING KIT

Dimensions: 24(d)
Quantity: One (1)
Manufacturer: Metro
Model: TTE24K3

One (1) Super Erecta® & Super Adjustable Top-Track Stationary End Unit Kit, 24"W, includes: 86"H Metroseal 3™ epoxy-coated corrosion-resistant posts with Microban® antimicrobial protection, & hardware necessary for connecting stationary end units to track (shelves sold separately)

Seven (7) Super Erecta® Top-Track Mobile Unit Kit, 24"W, includes: Metroseal 3™ epoxy-coated corrosion-resistant posts with Microban® antimicrobial protection, casters & caster channels, donut bumpers & roller bearing assemblies, (1) kit required per mobile unit, (shelves sold separately)

One (1) Super Erecta®, MetroMax® Q™ Top-Track Track Set, 18 ft., includes: necessary sections of track for assembling track runs (only (1) track set is required between stationary units), NSF

One (1) Super Erecta®, MetroMax® Q™ Top-Track Track Set, 2-1/2 ft., includes: necessary sections of track for assembling track runs (only (1) track set is required between stationary units), NSF

Fourty-Five (45) Quick Ship - Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

Equipment manufactured by Cambro or Amco shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM # 10 WIRE SHELVING
Dimensions: 42(w) x 24(d)
Quantity: Five (5)
Manufacturer: Metro
Model: 2442NK3

Five (5) Quick Ship - Super Erecta® Shelf, wire, 42"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

(10) Quick Ship - Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

Twelve (12) Quick Ship - Super Erecta® SiteSelect™ Post, 86-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection

Equipment manufactured by Cambro or Amco shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #11 DUNNAGE RACK

Dimensions: $12(h) \times 36(w) \times 21(d)$

Quantity: Two (2)
Manufacturer: Cambro
Model: DRS360480

1. Model DRS360480 S-Series Dunnage Rack, slotted top, 3000 lb. load capacity, 21"D x 36"W x 12"H, polypropylene, one-piece, seamless double wall construction, includes (1) Camlink®, 4" square legs, speckled gray, NSF

Equipment manufactured by Metro or Rubbermaid shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #12 CAN RACK

Dimensions: 78(h) x 25.5(w) x 35(d)

Quantity: Two (2)
Manufacturer: New Age
Model: 1250CK

- 1. Model 1250CK Can Storage Rack, mobile design with casters, sloped glides for automatic can retrieval, aluminum construction, holds (162) #10 or (216) #5 cans, (4) 6" plate casters, (2) swivel with brakes, (2) rigid, NSF, Made in USA
- 2. Lifetime warranty against rust & corrosion, 5 year workmanship and material defects warranty, standard

Equipment manufactured by Channel or Kelmax shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #13 CAN OPENER

Quantity: One (1)
Manufacturer: Edlund
Model: G-2SL

- Model G-2SL Can Opener, manual, 22" welded stainless steel shaft, melonite arbor, with long bar and stainless steel base, NSF certified
- 2. 1 year limited warranty, standard

KEC to verify with Owner where they want the can opener mounted.

Equipment manufactured by Nemco shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #14 WALL SHELF

Dimensions: 10.5(h) x 72(w) x 12(d)

Quantity: One (1)

Manufacturer: Advance Tabco Model: WS-12-72-16

1. Model WS-12-72-16 Shelf, wall-mounted, 72"W x 12"D, 1-5/8" bullnose front edge, 1-1/2"H rear up-turn, 16/304 satin finish stainless steel, NSF

Equipment manufactured by Eagle or John Boos shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

WORK TABLE ITEM #15

Dimensions: 40.5(h) x 72(w) x 30(d)

Quantity: One (1)

Manufacturer: Advance Tabco

KSS-306 Model:

- 1. Model KSS-306 Work Table, 72"W x 30"D, 14 gauge 304 stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs with stainless steel bullet feet, NSF
- 2. Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

Equipment manufactured by Eagle or John Boos shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM # 16 BUSSING UTILITY TRANSPORT CART

Dimensions: 37.75(h) x 33.63(w) x 18.63(d)

Quantity: Two (2)

Manufacturer: **Rubbermaid Commercial Products**

Model: FG342488BLA

> Two (2) Utility Cart, 33-5/8"L x 18-5/8"W x 37-3/4"H, 200 lb. capacity, (3) shelves, smooth surface, handles, open sides, plastic construction, brushed aluminum uprights, (4) 4" swivel casters, assembly required, black, HACCP, Made in USA (CANNOT BREAK CASE) Two (2) Xtra™ Utility Cart, 40-5/8"L x 20"W x 37-13/16"H, (3) shelves, 100 lb. capacity per shelf,

open sides, (4) 4" swivel casters, assembly required, gray, Made in USA (CANNOT BREAK CASE)

Equipment manufactured by Metro or Cambro shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM # 17 ICE FLAKER

Dimensions: 26(h) x 22(w) x 23.63(d)

Quantity: One (1) Manufacturer: Manitowoc RFP0320A Model:

One (1) Ice Maker, flake-style, air-cooled, 22"W x 23-5/8"D x 26"H, production capacity up to 370 lb/24 hours at 70°/50° (287 lb AHRI certified at 90°/70°), self-contained condenser, high-load stainless steel bearings, stainless steel finish, 1/2 HP, R-290A, ETL-Sanitation, cETLus

One (1) 3 year parts & labor (Machine), 5 parts & 3 years labor (Compressor), standard

One (1) (-161) 115v/60/1-ph, 12.8 amps, standard

One (1) Ice Bin, 22"W, 34"D x 50"H, with side-hinged front-opening door, side grips, 383 lbs. application capacity, AHRI certified 12.9 cu. ft., for top-mounted ice maker, Duratech exterior, NSF

One (1) 3 year parts & labor warranty, standard

One (1) Legs, 6" adjustable stainless steel, standard

Equipment manufactured by Scotsman or Hoshizaki shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #17A WATER FILTRATION SYSTEM, FOR ICE MACHINES

Dimensions: $29.5(h) \times 5.5(w)$

Quantity: One (1) Manufacturer: Terry

Model: ECOICE 600

- Model ECOICE 600 Systems IV Ecolce Water Treatment System, for ice makers, 5 micron, 3.8 gpm, up to 600 lbs/day, granular carbon filtration and scale control with Citryne, 1/2" NPT, includes shut off, filter life gauge and pressure bleed valve, 20-80 psi, 1/2" easy connect, 4.0 gpm
- Model ECOICE 600R Systems IV Replacement Cartridge, for Ecolce 600

Equipment manufactured by Everpure or OptiPure shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM # 18 WIRE SHELVING
Dimensions: 48(w) x 24(d)
Quantity: Four (4)
Manufacturer: Metro
Model: 2448NK3

Four (4) Quick Ship - Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

Four (4) Quick Ship - Super Erecta® SiteSelect™ Post, 73-7/8"H, for use with stem casters, Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection

Two (2) Quick Ship - Super Erecta® Stem Caster, swivel, 5" dia., 1-1/4" face, 300 lb. capacity, polyurethane flat wheel tread, includes bumper

Two (2) Quick Ship - Super Erecta® Stem Caster, swivel (with foot operated brake), 5" dia., 1-1/4" face, 300 lb. capacity, polyurethane flat wheel tread, includes bumper

Equipment manufactured by Cambro or Amco shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #19 SPARE NO.

ITEM #20 ISLAND PREP TABLE W/ (1) SINKS

Quantity: One (1)

Manufacturer: Commercial Stainless, Keystone, LTI, IEI or Approved Equal

Model: CUSTOM

- 1. Provide and set-in place one (1) only Island Worktable w/ Prep Sink, size and shape per plan. Island Worktable w/Prep Sink constructed per Fabrication Section 2.03. Refer to equipment plan, elevations and sections for size and configuration. To include:
 - A. Provide 14-gauge stainless steel one-piece, fully-welded countertop at 34" high with standard flat edge detail on exposed front, sides and rear of countertop.
 - B. Two (1) only 18" x 21" x 10" deep fully-welded sinks integral to top.
 - C. Provide one (1) only removable stainless-steel perforated scrap basket fabricated to fit interior dimension of sink.
 - D. Provide fully enclosed stainless steel utility chase extending from a 8" high integral formed curb on the table top to a point 4" above finished ceiling. Utility chase with a full height access panel along one side starting at a point 12" above table surface and terminating at a point 6" below the finished ceiling. Attach chase to the curb on the table top with concealed fasteners and seal around juncture with silicone. Provide stainless steel ceiling trim, fully welded.
 - E. Two (2) only tiers of one locking drawers with Component Hardware Group #P63-1012 drawer pulls.
 - F. Stainless steel u-channels for vertical cutting board storage.
 - G. Provide two (2) only 20" x 24" x 1/2" polyethylene cutting boards, white.
 - H. Provide three (3) only NEMA 5-20R duplex receptacles, where shown, pre-wired to junction box on underside of worktable. Convenience outlets to be wired two (2) per circuit.
- 2. One (1) T&S Brass Model B-3950-01 Waste Valve, twist handle, 3-1/2" sink opening, 2" drain outlet with 1-1/2" adapter & overflow assembly (replaces B-3916-01)
- 3. One (1) T&S Brass Sink Mixing Faucet, wall mount, 8" centers, 12" swing nozzle, lever handles, quarter-turn Eterna cartridges, 1/2" NPT female inlets, low lead, ADA Compliant One (1) T&S Brass Installation Kit, (2) 1/2" NPT nipples, lock nuts & washers, (2) short "Ell" 1/2" NPT female x male
- 4. One (1) T&S Brass Model B-0230-K Installation Kit, (2) 1/2" NPT nipples, lock nuts & washers, (2) short "EII" 1/2" NPT female x male

SEE DRAWING SHEETS FS-5.13 FOR EXACT DETAILS

ITEM #21 SPARE NUMBER

ITEM # 22 2-BURNER RANGE Dimensions: 41(h) x 18(w) x 37.5(d)

Quantity: One (1)
Manufacturer: Southbend
Model: P18C-X

One (1) Platinum Heavy Duty Range, gas, 18", (2) 45,000 BTU open burners, manual controls, cabinet base, stainless steel front sides, rear & exterior bottom & 6" adjustable legs, 90,000 BTU, CSA Flame, CSA Star, cCSAus, NSF (Note: Qualifies for Southbend's Service First™ Program, see Service First document for details)

NOTE: Cap right & left front manifold

One (1) Domestic Shipping, inside of North America

One (1) Standard (1) year limited parts and labor warranty (reference warranty document for details)

One (1) NOTE: 5" flue riser, standard

One (1) Natural Gas

One (1) $\,$ 1" gas pressure regulator (shipped loose) Natural gas - preset @ 6" - maximum capacity 600,000 BTU

One (1) Battery spark ignition for open top burner section(s)

One (1) Platinum Backguard/Flue Riser, 24" H x 18" W, single high shelf, stainless steel front & sides

One (1) For tubular shelf in lieu of standard solid add to price of std. shelf

One (1) Casters, 2 locking & 2 standard, in lieu of legs

One (1) Dormont Dormont Blue Hose™ Moveable Gas Connector Kit, 1" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) Snap Fast™ QD, (1) Swivel MAX®, (1) full port valve, (1) elbow, (1) pair Safety Set® with hardware mounting options, limited lifetime warranty

Equipment manufactured by Vulcan or Garland shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM # 23 COMBI OVEN, GAS

Dimensions: 29.6(h) x 42.25(w) x 38.4(d)

Quantity: Two (2)
Manufacturer: RATIONAL

Model: ICP 6-FULL NG 208/240V 1 PH (LM100CG)

Two (2) (CC1GRRA.0000238) iCombi Pro® 6-Full Size Combi Oven, natural gas, (6) 18" x 26" sheet pan or (12) 12" x 20" steam pan or (6) 2/1 GN pan capacity, (3) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite,

iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU, 208/240v/60/1-ph, 6 ft. cord, 0.9 kW, CE, IPX5, cCSAus, NSF, ENERGY STAR-®

- Two (2) 2 years parts and labor, 5 years steam generator warranty
- Two (2) Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge
- Two (2) Commissioning -one (1) gas iCombi the operational function test and gas flue analysis when not completed at time of RATIONAL certified installation. Includes 100 miles (200 miles round-trip). THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)
- Two (2) Installation Kit, for gas iCombi/SCC/CMP 101G (120/60/1ph); gas iCombi/SCC/CMP 62G (208-240/60/1ph); gas iCombi/SCC/CMP 61G (120/60/1ph) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)
- Two (2) Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit)
- Two (2) Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl Serial SG, SH or SI series (minimum order quantity: 2pcs, unless ordered with a unit)
- Two (2) Stand II Mobile Oven Stand, 27-1/2"H, (14) supporting rails, side panels and top closed, rear panel open, stainless steel construction, height adjustable casters, for iCombi 6- and 10-full size Classic/Pro
- Two (2) Safety-Set, Equipment placement system for all casters-mounted equipment, allows precise, consistent equipment placement for drain lines to floor sinks and under the fire suppression in ventilation systems, satisfies NFPA codes 17A (5.6.4) and 96 (12.1.2.3), includes tow (2) pieces and installation pack. THIS ITEM IS NON DISCOUNTABLE (NET)
- Six (6) Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel
- Six (6) CombiFry Basket, 1/1 GN, 12-3/4" x 20-7/8"

Equipment manufactured by Alto-Shaam or Blodgett shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #23A WATER FILTRATION SYSTEM, FOR STEAM EQUIPMENT

Dimensions: 25.5(h) x 20.5(w) x 7(d)

Quantity: Two (2)
Manufacturer: Everpure
Model: EV979722

- 1. Model EV979722 KleenSteam II Twin System, 20,000 gallon capacity, 5.0 gpm flow rate, total system for steamers prevents limescale formation, (2) 7CB5 carbon filters, (1) SS-10 scale inhibitor Cartridge, dip tube, (2) 2.2 lbs. canisters ScaleKleen® (EV979722)
- 2. Model ZZSURCHARGE1 Energy/Transportation Surcharge 7%
- 3. This system requires (2) cartridges.
- 4. Model EV961811 7CB5 Water Filter Cartridge, 7CB5 Cartridge, (1) 7CB5 cartridge, reduces sediment, chlorine, taste & odor, 10,000 gallons, 2.5 gpm, 5.0 micron, NSF 42 (EV961811)
- 5. Model EV979902 SS-10 ScaleStick Water Filter Cartridge, SS-10 ScaleStick, (12) SS-10 ScaleStick cartridges, HydroBlend compound inhibits scale, 0.1-6.0 gpm (EV979902)

Equipment manufactured by OptiPure or Terry shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM # 24 CONVECTION OVEN, GAS Dimensions: 55(h) x 38(w) x 38.5(d)

Quantity: Two (2)
Manufacturer: Southbend
Model: SLGS/12SC

Two (2) SilverStar Convection Oven, gas, single deck, standard depth, solid state controls, interior light, stainless steel front, top, sides & 60/40 dependent doors, 26" legs, 72,000 BTU, CSA, NSF (Note: Qualifies for Southbend's Service First™ Program, see Service First document for details)

Two (2) Domestic Shipping, inside of North America

Two (2) Standard (1) year limited parts and labor warranty (reference warranty document for details)

Two (2) Natural Gas

Two (2) Standard power system

Two (2) 120v/60/1-ph, 7.9 amps, NEMA 5-15P, standard

Two (2) 6" Casters

Two (2) Dormont Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) Swivel MAX®, (1) full port valve, (1) elbow, (1) pair Safety Set® with hardware mounting options, limited lifetime warranty

Equipment manufactured by Vulcan or Blodgett shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #25 FLOOR TROUGH

Dimensions: $6(h) \times 30(w) \times 24(d)$

Quantity: One (1)

Manufacturer: Commercial Stainless, Keystone, LTI, IEI or Approved Equal

Model: Custom

Provide anti spill floor trough 24" x 30" x 6" deep constructed of 14-gauge stainless steel type 304, 18-8, completely welded and coved. All welds are to be ground and polished smooth. The four top edges are to be 1-1/2" wide and formed down 1" on the outside, the two long sides have integrally formed 1" wide x 1" deep interior ledges to support drain trough grate. The sides are to be coved in such a manner as to prevent liquids from splashing out of the pan area. The bottom is pitched to a central cup style waste drain fitted with removable stainless steel scrap basket. Drain pipe to be 3.3" in diameter. Stainless steel tabs are to be included for securing the trough to the floor. Furnish with subway style all welded grate constructed of 3/16" x 1" stainless steel bars set in a vertical position. Three 1/2" stainless steel rod supports, two (2) set in 3" from each edge, one (1) centered, shall pass through holes in the treads. Treads are then welded to the rods on 11/16" centeres.

ITEM # 26 TILTING SKILLET BRAISING PAN, GAS

Dimensions: 39(h) x 37.88(w) x 41(d)

Quantity: One (1)

Manufacturer: Cleveland Range

Model: SGL30T1

One (1) PowerPan™ Tilting Skillet, gas, 30-gallon capacity, bead blasted cooking surface, 10° tilt cooking feature, with easy manual hand tilt, spring-assisted cover with vent, gallon & liter markings, stainless steel construction with open leg frame, CE, NSF, 125,000 BTU

One (1) 1-year parts & labor warranty, standard

One (1) Extended Warranty, not to exceed 36 months from date of installation (K-12 Schools only)

One (1) 10 Year Pan warranty (K-12 Schools only)

One (1) Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) (contact Cleveland Sales Representative for details)

One (1) Natural Gas

One (1) 120v/60/1-ph, 1.4 amps, NEMA 5-15P, standard

One (1) Standard controls, temperature control dial, LED ON indicator light, main power switch with standard and high power setting, standard

One (1) 2" tangent draw-off valve, front mounted left side

One (1) NOTE: Pan carrier is NOT available on 30 gallon models with tangent draw-off valves

One (1) Double Pantry Faucet, with 3/4" swing spout & mounting bracket, for T1 skillets, mounts on right side of unit (add 4.5" to width) (for SEL/SGL models)

One (1) Food Strainer, 30 & 40 gallon, for braising pans

One (1) Casters Set, 2 locking, 2 swivel

Equipment manufactured by Groen or Crown shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #27 EXHAUST HOOD

Quantity: One (1)
Manufacturer: Captive-Aire
Model: 6624ND-2-PSP-F

1. Model 6624ND-2-PSP-F 6624ND-2-PSP-F - 12ft 0" Long Exhaust-Only Wall Canopy Hood with 16" Wide Front Perforated Supply Plenum with Built-in 3" Back Standoff

430 SS Where Exposed

Utility Cabinet on the IEFT Side 12.00" Width x 66" Length x 24" Height (Additional charges may apply for cabinet if not sold with fire system)

FILTER - 20" tall x 16" (19.625" by 15.625") wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns. Used on hoods shipped AFTER 7/27/17.

Recessed Round LED fixture and LED Light, 3500 K warm output.

EXHAUST RISER - Factory installed 18" Diameter X 4" Height

SUPPLY RISER - 16" Square to 14" Round Supply Collar with 14" Round Volume Damper. Nailor 1090 Series.

1/2 Pint Grease Cup New Style, Flanged Slotted

FIELD WRAPPER 18.00" High Front, Left, Right

BACK STANDOFF (FLAT) 12" Wide 156" Long

DCV-2111 Demand Control Ventilation, w/ control for 2 Exhaust Fans, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Fans modulate based on duct temperature. INVERTER DUTY 3 PHASE MOTOR REQUIRED FOR USE WITH VFD. Room temperature sensor shipped loose for field installation. Verify distance between VFD and Motor; additional cost could apply if distance exceeds 50 feet. Includes 2 Duct Thermostat kits.

ESV112N04TXB571 - Variable Frequency Drive - 1-1/2 HP Max., 400/480 V, Three Phase 3.5/3.0 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS

KDRMA6L1 - 480V 3.4A Line/Load reactor. Used with VFD.

Use VFD spreadsheet to determine which VFD HP can be associated with reactor.

Replacing:

PN: RM0004N91 - Fan: 1

ESV112N04TXB571 - Variable Frequency Drive - 1-1/2 HP Max., 400/480 V, Three Phase, 3.5/3.0 A Max.. NEMA 1

Enclosure, with 2RJ-45 FOR MODBUS

KDRMA6L1 - 480V 3.4A Line/Load reactor. Used with VFD.

Use VFD spreadsheet to determine which VFD HP can be associated with reactor.

Replacing:

PN: RM0004N91 - Fan: 2

ESV402N04TXB571 - Variable Frequency Drive - 5 HP Max., 400/480 V, Three Phase, 9.4/8.2 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS

KDRAA3L2 - 480V 8.2A Line/Load reactor. Used with VFD.

Use VFD spreadsheet to determine which VFD HP can be associated with reactor.

Replacing:

PN: RM0008N30 - Fan: 3

BMS Gateway for BACNET MS/TP or BACNET IP. Includes CAS_GATEWAY circuit board and Protocessor BACnet interface. For use with PEM mounting standoffs. Not rated for use outside of an enclosure. PART REQUIRES

PROGRAMMING!

Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each.

- Thermistor CABLE - 18/2 AWG GREEN WHITE, plenum rated. USED for thermistor duct stat. Per Foot Price.

SEE DRAWING SHEETS FS-5.0 THRU FS-5.6 FOR EXACT DETAILS

Equipment manufactured by Accurex or Gaylord shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #28 EXHAUST HOOD

Quantity: One (1)
Manufacturer: Captive-Aire
Model: 6624ND-2-PSP-F

1. Model 6624ND-2-PSP-F 6624ND-2-PSP-F - 12ft 0" Long Exhaust-Only Wall Canopy Hood with 16" Wide Front Perforated Supply Plenum with Built-in 3" Back Standoff

430 SS Where Exposed

Fire Cabinet on the Right Side 12.00" Width x 66" Length x 24" Height (Additional charges may apply for cabinet if not sold with fire system)

FILTER - 20" tall x 16" (19.625" by 15.625") wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns. Used on hoods shipped AFTER 7/27/17.

Recessed Round LED fixture and LED Light, 3500 K warm output.

EXHAUST RISER - Factory installed 18" Diameter X 4" Height

SUPPLY RISER - 16" Square to 14" Round Supply Collar with 14" Round Volume Damper. Nailor 1090 Series.

1/2 Pint Grease Cup New Style, Flanged Slotted

FIELD WRAPPER 18.00" High Front, Left, Right

BACK STANDOFF (FLAT) 12" Wide 156" Long

Equipment manufactured by Accurex or Gaylord shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

^{***}SEE DRAWING SHEETS FS-5.0 THRU FS-5.6 FOR EXACT DETAILS***

ITEM #28.1 EXHAUST FAN

Quantity: One (1)
Manufacturer: Captive-Aire
Model: DU180HFA

DU180HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with, disconnect switch and 18-3/4" wheel.

Exhaust Fan handles 2700 CFM @ -1.250" wc ESP, Fan runs at 1193 RPM.

Exhaust Motor: 1.500 HP, 3 Phs, 460 V, 60 Hz, 3.0 FLA, ODP, Premium (E-Plus3) Eff.

Grease Cup for kitchen-duty centrifugal exhaust fans,

Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (20 Gauge) (Includes Down Spout)

Gasketing - Thermeez Woven Ceramic Tape - 1/4" x 1" with adhesive back - Max Temp 1500°F. To be applied between fan

base and grease duct. Installed under fan base 1/2" from the inside edge of the base to match up with the curb top flanges.

Mount Load Reactor in Fan.

KDRMA6L1 - 480V 3.4A Line/Load reactor. Used with VFD.

Use VFD spreadsheet to determine which VFD HP can be associated with reactor.

KEF-1 Curb CRB26.5x24E On Fan #1 Flat Curb

Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.

Vented Base for Curb

Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on

side with the vents. Install $\frac{1}{2}$ " Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector.

Install ½" Rigid to Flex coupling to threaded end of connector on inside of curb.

SEE DRAWING SHEETS FS-5.0 THRU FS-5.6 FOR EXACT DETAILS

Equipment manufactured by Accurex or Gaylord shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #28.2 EXHAUST FAN

Quantity: One (1)
Manufacturer: Captive-Aire
Model: DU180HFA

DU180HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with, disconnect switch and 18-3/4" wheel.

Exhaust Fan handles 2700 CFM @ -1.250" wc ESP, Fan runs at 1193 RPM.

Exhaust Motor: 1.500 HP, 3 Phs, 460 V, 60 Hz, 3.0 FLA, ODP, Premium (E-Plus3) Eff.

Grease Cup for kitchen-duty centrifugal exhaust fans,

Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (20 Gauge) (Includes Down Spout)

Gasketing - Thermeez Woven Ceramic Tape - 1/4" x 1" with adhesive back - Max Temp 1500°F. To be applied between fan

base and grease duct. Installed under fan base 1/2" from the inside edge of the base to match up with the curb top flanges.

Mount Load Reactor in Fan.

KDRMA6L1 - 480V 3.4A Line/Load reactor. Used with VFD.

Use VFD spreadsheet to determine which VFD HP can be associated with reactor.

KEF-1 Curb CRB26.5x24E On Fan #1 Flat Curb

Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.

Vented Base for Curb

Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on

side with the vents. Install $\frac{1}{2}$ " Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector.

Install ½" Rigid to Flex coupling to threaded end of connector on inside of curb.

SEE DRAWING SHEETS FS-5.0 THRU FS-5.6 FOR EXACT DETAILS

Equipment manufactured by Accurex or Gaylord shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #28.2 MAKE-UP AIR UNIT

Quantity: One (1)
Manufacturer: Captive-Aire

Model: A2-D.500-20D-HEATER

A2-D.500-20D Direct Gas Fired Heated Make Up Air Unit with 20" Mixed Flow Direct Drive Fan Supply Fan handles 4320 CFM @ 0.630" wc ESP, Fan runs at 1649 RPM.

Heater supplies 315962 BTUs. 70°F Temperature Rise. [Fuel: Natural Gas]

Supply Motor: 5.000 HP, 3 Phs, 460 V, 60 Hz, 6.8 FLA, ODP, Premium (E-Plus3) Eff.

Down Discharge - Air Flow Right -> Left

Sloped Filtered Intake for Size #2 Modular Heater.

26.813" Wide X 53.625" Long X 31.313" High.

Includes 2" MV EZ Kleen Metal Mesh Filters.

0-150°F Discharge Temp Control • Field Wired On/Off Start Command • Heating Activation Based On Intake Set Point. Use

with MUA

Gas Manifold for DF2 GM - BTU 0 - 825001 - 7 in. w.c. - 14 in. w.c., No Insurance Requirement (ANSI), BV250-88

Down Discharge Construction for Size 2 Direct Drive AHUs

Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size

Gas Pressure Gauge, -5 to +15 Inches Wc., 2.5" Diameter, 1/4" Thread Size

Ship Loose Gas Strainer. To be installed upstream of unit connection. 1" Connection

Motorized Back Draft Damper 22.75" X 24" for Size 2 Standard & Modular Heater Units w/Extended Shaft, Standard

Galvanized Construction, 3/4" Rear Flange, Low Leakage, LF120S Actuator Included Mount Load Reactor in Fan.

Separate 120VAC Wiring Package for Make-Up Air Units. Option must be selected when

mounting VFD in prewire panel or with DCV package. Provides separate 120VAC input to supply fan. This 120V signal must be run

by electrician from DCV to mua switch.
Remote MSTP BACnet monitoring for supply fans.

KDRAA3L2 - 480V 8.2A Line/Load reactor. Used with VFD.

Use VFD spreadsheet to determine which VFD HP can be associated with reactor.

Replacing:

PN: RM0008N30

- MUA-1 Curb CRB31X79X20INS Insulated On Fan #3 Flat Curb
- Full Bottom Curb Corner. Base flange corners fully welded or staked by factory.

SEE DRAWING SHEETS FS-5.0 THRU FS-5.6 FOR EXACT DETAILS

Equipment manufactured by Accurex or Gaylord shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #29 FIRE SUPPRESSION SYSTEM

Quantity: One (1)
Manufacturer: Captive-Aire
Model: TANK-SP-2

- 2. Model TANK-SP-2 TANK-SP-2 Tank Fire Suppression 8 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with electric detection,
 - tank(s), 24 VDC release mechanism, fire system agent, pressurized tanks, and electric pull station). (Formerly CAS-EWC).

Includes piping for hoods: 1, 2.

- Remote Tank Fire Suppression 8 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with electric detection,
- tank(s), 24 VDC release mechanism, fire system agent, pressurized tanks, and electric pull station). (Formerly CAS EWC)
- Tank-based Fire Protection System equipped with Electronic Detection utilizing CORE board as a Listed Release

Mechanism. Installed in Hood Utility Cabinet separate from prewire. Includes 12" box housing circuit board, batteries, and

terminals for connection to main control panel.

- Pressure Switch Monitors Tank Pressure, Supervised Signal, TANK FIRE SUPPRESSION
- SC-EGVA2 GAS VALVE 2" Electrical Shutoff Valve for use with HMI reset, 110V, 60Hz (#8214280). Includes upstream strainer assembly.

Strainer assembly.

SEE DRAWING SHEETS FS-5.0 THRU FS-5.6 FOR EXACT DETAILS

Equipment manufactured by Accurex or Gaylord shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #30 SPARE NO.

ITEM # 31 PLANETARY MIXER

Dimensions:

Quantity: One (1)
Manufacturer: Hobart

Model: HL300+BUILDUP

One (1) Legacy Planetary Mixer, 30 qt, ¾ hp, (3) fixed speeds plus stir speed, geared transmission, Shift-on-the-Fly™ controls, 15-Minute SmartTimer™, ergonomic swing out bowl, Hobart Quick Release™ agitators, #12 attachment hub, stainless steel bowl guard, metallic gray electrostatic powder coat finish

One (1) Standard warranty: 1-Year parts, labor & travel time during normal working hours within the USA

One (1) 200-240/50/60/1 Mixer; with bowl, beater, & "D" whip; US/EXP configuration - Legacy Planetary Mixer, 3/4 hp, 30 quart capacity, (3) fixed speeds, gear-driven transmission, 15-Minute SmartTimer $^{\text{TM}}$, #12 taper attachment hub, manual bowl lift, bowl guard, stainless steel bowl, "B" beater & "D" whip

Equipment manufactured by Globe or Doyan shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #32 ISLAND WORK TABLE W/ (1) SINK

Quantity: One (1)

Manufacturer: Commercial Stainless, Keystone, LTI, IEI or Approved Equal

Model: CUSTOM

1. Provide and set-in place one (1) only Island Worktable w Prep Sink size and shape per plan. Island Worktable w/Prep Sink constructed per Fabrication Section 2.03. Refer to equipment plan, elevations and sections for size and configuration. To include:

- A. Provide 14-gauge stainless steel one-piece, fully-welded countertop at 34" high with standard flat edge detail on exposed front, sides and rear of countertop.
- B. One (1) only 20" x 20" x 10" deep fully-welded sinks integral to top.
- C. Provide one (1) only removable stainless-steel perforated scrap basket fabricated to fit interior dimension of sink.
- D. Provide fully enclosed stainless steel utility chase extending from a 8" high integral formed curb on the table top to a point 4" above finished ceiling. Utility chase with a full height access panel along one side starting at a point 12" above table surface and terminating at a point 6" below the finished ceiling. Attach chase to the curb on the table top with concealed fasteners and seal around juncture with silicone. Provide stainless steel ceiling trim, fully welded.
- E. Two (2) only tiers of one locking drawers with Component Hardware Group #P63-1012 drawer pulls.
- F. Stainless steel u-channels for vertical cutting board storage.
- G. Provide two (2) only 20" x 24" x 1/2" polyethylene cutting boards, white.
- H. Provide three (3) only NEMA 5-20R duplex receptacles, where shown, pre-wired to junction box on underside of worktable. Convenience outlets to be wired two (2) per circuit.
- I. Provide 16-guage stainless steel overshelf, extending approximately 6'-0" long x 16" wide, complete with 1 1/4" stainless steel legs extending down through table top and welded to structural members beneath the countertop.
- 2. T&S Brass Model B-3950-01 Waste Valve, twist handle, 3-1/2" sink opening, 2" drain outlet with 1-1/2" adapter & overflow assembly (replaces B-3916-01)
- 3. T&S Brass Model B-0231 Sink Mixing Faucet, wall mount, 8" centers, 12" swing nozzle, lever handles, quarter-turn Eterna cartridges, 1/2" NPT female inlets, low lead, ADA Compliant
- 4. T&S Brass Model B-0230-K Installation Kit, (2) 1/2" NPT nipples, lock nuts & washers, (2) short "EII" 1/2" NPT female x male

SEE DRAWING SHEETS FS-5.14 FOR EXACT DETAILS

ITEM #33 OVERSHELF, TABLE-MOUNTED

Quantity: One (1)

Manufacturer: Commercial Stainless, Keystone, LTI, IEI or Approved Equal

Model: OVERSHELF

1. See Item #32 for specification.

ITEM #34 UNIVERSAL PAN RACK

Dimensions: $64(h) \times 21(w) \times 26(d)$

Quantity: Two (2)

Manufacturer: Channel Manufacturing

Model: AXD-UTR-11

- Model AXD-UTR-11 Lifetime Tough Bun Pan Rack, Heavy Duty, Universal, mobile, 21"W x 26"D x 64"H, front load, open sides, 5" spacing, (11) pan capacity, holds 18" x 26" bun pans & 12" x 20" steam table pans, 3-1/4"W universal angles, all welded aluminum construction, 5" x 2" heavy duty swivel plate casters with Zerk grease fittings, correction facility approved, NSF, Made in USA (published shipping weight does not reflect 50lb. pallet)
- 2. Lifetime warranty against rust and corrosion
- 3. Model /024 Corner Bumpers (set of 4)

Equipment manufactured by New Age or Crescor shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #35 MOP SINK W/ SERVICE FAUCET-BY OTHERS

MOP SINK W/ SERVICE FAUCET-BY OTHERS

ITEM # 36 WIRE SHELVING
Dimensions: 48(w) x 24(d)
Quantity: Four (4)
Manufacturer: Metro
Model: 2448NC

Four (4) Quick Ship - Super Erecta® Shelf, wire, 48"W x 24"D, chrome plated finish, plastic split sleeves are included in each carton, NSF

Four (4) Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", chrome finish

Equipment manufactured by Cambro or Amco shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #37 CLOTHES DRYER-BY OTHERS

CLOTHES DRYER-BY OTHERS

ITEM #38 CLOTHES WASHER-BY OTHERS

CLOTHES WASHER-BY OTHERS

ITEM # 39 SPARE NO.

ITEM # 40 POT RACK

Dimensions: $12(h) \times 60(w) \times 12(d)$

Quantity: One (1)

Manufacturer: Advance Tabco

Model: SW-60

One (1) Pot Rack, wall-mounted, double bar design, 60"W x 12"D, constructed of 1/4" x 2" stainless steel, includes: (18) plated double pot hooks, NSF

Equipment manufactured by Eagle or John Boos shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #41 CLEAN DISHTABLE

Quantity: One (1)

Manufacturer: Commercial Stainless, Keystone, LTI, IEI or Approved Equal

Model: CLEAN DISHTABLE

Provide and set-in place one (1) only Clean Dish table per plan. Clean Dish table constructed per Fabrication Section 2.03. Refer to equipment plan, elevations and sections for size and configuration. To include:

Top shall be the size and shape as shown on the drawings, constructed of 14-gauge stainless steel, and reinforced on the underside with 12-gauge stainless steel channels. Sound deaden the underside of top. Openings in the top shall be die stamped and completely finished. Field joints shall be welded, ground and polished smooth. Where countertop abuts building wall, furnish 10" high backsplash to be provided along wall sides and sealed thereto.

Stationary undershelf shall be constructed of 16-gauge stainless steel. Shelf shall be fully welded to legs with weld ground and polished to blend with the adjacent surfaces.

Crossrails shall be 1 1/4" diameter × 16-gauge stainless steel tubing. Crossrails shall be fully welded to legs and ground and polished to blend with adjacent surfaces. Omit the crossrails where shown.

Legs shall be constructed of 15%" diameter × 16-gauge stainless steel tubing equipped with stainless steel gussets and stainless steel adjustable bullet type feet. Leg gussets shall be fully welded to the top reinforcing channels.

SEE DRAWING SHEETS FS-5.15 FOR EXACT DETAILS

ITEM #42 VENT RISERS

Quantity: Two (2)

Manufacturer: Commercial Stainless, Keystone, LTI, IEI or Approved Equal

Model: VENT RISERS

Provide and set-in place two (2) only vent cowl risers per plan. Vent cowl risers constructed per Fabrication Section 2.03. Refer to equipment plan, elevations and sections for size and configuration. To include:

Provide 14-gauge stainless steel vent cowl risers, fully welded from dishmachine to 2" above finished ceiling. Provide stainless steel ceiling trim, fully welded.

ITEM #43 DISHWASHER, CONVEYOR TYPE

Dimensions: 68.5(h) x 44.75(w) x 31.25(d)

Quantity: One (1)
Manufacturer: Hobart

Model: CL44EN-BAS+BUILDUP

- 1. Model CL44EN-BAS+BUILDUP Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .62 gallon/rack, stainless steel enclosure panels, microprocessor controls with low temperature & dirty water indicators, NSF Pot & Pan mode, programable de-lime notification, ENERGY STAR®, Free factory startup for installations within a 100 mile radius of a Hobart service office; installation beyond 100 miles will be charged at the quoted rate by the local Hobart service office
- Standard warranty 1-Year parts, labor & travel time during normal working hours within the USA
- Model CL44EN-BASHTE15K Electric tank heat 15kW
- 4. Model CL44EN-BASERH30K 30kW electric booster
- 5. Dual Point (2) service connection standard
- 6. Model CL44EN-BASELE0AX 480v/60/3-ph
- 7. Model CL44EN-BASHGTHTS Higher than standard
- 8. Model CL44EN-BASDIR0LR Left to right operation
- 9. Model CL44EN-BASFETSTD Standard feet
- 10. NOTE: For water of 3-grains of hardness or more, Hobart suggests adding a water softener.
- 11. Model DTV-CLEN Drain water tempering kit for CLEN models
- 12. Installation of DWT kit only (NET)
- 13. Model VNTHD/E-ADJ E-series vent hood domestic (adjustable)
- 14. Model CLE/TBL-SWITCH Table limit switch CLE-Series
- 15. ½" Brass Water regulator

Equipment manufactured by Champion or Stero shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #43.1 PAN DISHWASHER RACK

Dimensions: $19.75(w) \times 19.75(d)$

Quantity: Three (3)
Manufacturer: Vollrath
Model: 52664

- 1. Model 52664 Signature Sheet Pan Rack, full size, open end, 19-3/4"W x 19-3/4"D, 2-1/4" space between dividers, accommodates (3) full size bun pans at angle, designed to fit standard height conveyor dish machines, polypropylene with chrome plated wire insert, specify color, NSF, Made in LISA
- 2. Model 52671 Signature Open Flatware Rack, full size, 19-3/4"W x 19-3/4"D x 4-1/8"H, (compartment size 18-1/16"W x 18-1/16"D x 2-5/8"H), polypropylene, specify color, NSF, Made in USA
- 3. Model 52672 Signature Plate Rack, full size, standard height pegs, 1-9/16" between pegs, 19-3/4"W x 19-3/4"D x 3-1/4"H (compartment size 18'W x 18"D x 2-3/4"H), polypropylene, specify color, NSF, Made in USA
- 4. Gray color #6
- 5. No imprinting

Equipment manufactured by Rubbermaid shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #43A WATER FILTRATION SYSTEM, FOR MULTIPLE APPLICATIONS

Dimensions: 22.25(h) x 6.13(w)

Quantity: One (1) Manufacturer: Terry

Model: SC300H SYS TERRY

- 1. Model SC300H SYS TERRY Terry Warewasher Water Filtration System, for medium & large conveyors, 3/4" FPT, 12.0 gpm
- 2. Model SC300H TERRY Terry Replacement Cartridge, for SCH300H system

Equipment manufactured by Everpure or OptiPure shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #44 SPARE NO.

ITEM #45 SOILED DISHTABLE

Quantity: One (1)

Manufacturer: Commercial Stainless, Keystone, LTI, IEI or Approved Equal

Model: SOILED DISHTABLE

Provide and set-in place one (1) only Soiled Dish table, size and shape per plan. Soiled Dish table constructed per Fabrication Section 2.03. Refer to equipment plan, elevations and sections for size and configuration. To include:

Top shall be the size and shape as shown on the drawings, constructed of 14-gauge stainless steel, and reinforced on the underside with 12-gauge stainless steel channels. Sound deaden the underside of top. Openings in the top shall be die stamped and completely finished. Field joints shall be welded, ground and polished smooth. Where countertop abuts building wall, furnish 10" high backsplash to be provided along wall sides and sealed thereto.

Stationary undershelf shall be constructed of 16-gauge stainless steel. Shelf shall be fully welded to legs with weld ground and polished to blend with the adjacent surfaces.

Crossrails shall be 1 1/4" diameter × 16-gauge stainless steel tubing. Crossrails shall be fully welded to legs and ground and polished to blend with adjacent surfaces. Omit the crossrails where shown.

Legs shall be constructed of 15%" diameter × 16-gauge stainless steel tubing equipped with stainless steel gussets and stainless steel adjustable bullet type feet. Leg gussets shall be fully welded to the top reinforcing channels.

Provide integrally welded 20" x 20" x 10" deep pre-rinse sink with removable scrap basket with rack slide and twistwaste handle bracket.

- 1. T&S Brass Model B-3950-01 Waste Valve, twist handle, 3-1/2" sink opening, 2" drain outlet with 1-1/2" adapter & overflow assembly (replaces B-3916-01)
- 2. T&S Brass Model B-0133 EasyInstall Pre-Rinse Unit, wall mount mixing faucet with 8" adjustable centers, quarter-turn Eterna cartridges with spring checks, lever handles with color-coded indexes, 18" EasyInstall riser, 44" flexible stainless steel hose with heat-resistant gray handle & hold down ring, 1.15 GPM spray valve (B-0107), finger hook, polished chrome-plated brass faucet body, 1/2" NPT female inlets, CSA
- 4. T&S Brass Model B-0230-K Installation Kit, (2) 1/2" NPT nipples, lock nuts & washers, (2) short "EII" 1/2" NPT female x male

SEE DRAWING SHEETS FS-5.15 FOR EXACT DETAILS

ITEM #46 SPARE NUMBER

ITEM # 47 POT RACK

Dimensions: $12(h) \times 48(w) \times 12(d)$

Quantity: One (1)

Manufacturer: Advance Tabco

Model: SW-48

One (1) Pot Rack, wall-mounted, double bar design, 48"W x 12"D, constructed of 1/4" x 2" stainless steel, includes: (12) plated double pot hooks, NSF

Equipment manufactured by Eagle or John Boos shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #48 POT SINK

Quantity: One (1)

Manufacturer: Commercial Stainless, Keystone, LTI, IEI or Approved Equal

Model: 3-COMPARTMENT POT SINK

Provide and set-in place one (1) only Three Compartment Sink per plan. Three Compartment Sink constructed per Fabrication Section 2.03. Refer to equipment plan, elevations and sections for size and configuration. To include:

Top shall be the size and shape as shown on the drawings, constructed of 14-gauge stainless steel, and reinforced on the underside with 12-gauge stainless steel channels. Sound deaden the underside of top. Openings in the top shall be die stamped and completely finished. Field joints shall be welded, ground and polished smooth. Where countertop abuts building wall, furnish 10" high backsplash to be provided along wall sides and sealed thereto.

Sink compartments shall be 24" x 28" x 14" deep, constructed of 14-gauge stainless steel, and made as an integral part of the top. Crease bottom of sink bowl and pitch to the drain. Provide twistwaste handle brackets.

Stationary undershelf shall be constructed of 16-gauge stainless steel. Shelf shall be fully welded to legs with weld ground and polished to blend with the adjacent surfaces.

Crossrails shall be 1" diameter × 16-gauge stainless steel tubing. Crossrails shall be fully welded to legs and ground and polished to blend with adjacent surfaces. Omit the crossrails where shown.

Legs shall be constructed of 15%" diameter × 16-gauge stainless steel tubing equipped with stainless steel gussets and stainless steel adjustable bullet type feet. Leg gussets shall be fully welded to the top reinforcing channels.

Provide the following:

- 1. (3) T&S Brass Model B-3950-01 Waste Valve, twist handle, 3-1/2" sink opening, 2" drain outlet with 1-1/2" adapter & overflow assembly (replaces B-3916-01)
- 2. (1) T&S Brass Model B-0290 Sink Mixing Faucet, wall mount, 8" adjustable centers, 12" Big-Flo swing nozzle with plain end outlet, 4-arm kitchen handles with color coded indexes, 00LL street elbows with 3/4" female NPT inlets, ADA Compliant
- 3. (4) T&S Brass Model B-0427 Supply Nipple, 3/4" x 2-1/2"
- 4. One (1) T&S Brass Model B-0287 Big-Flo Pre-Rinse Unit, wall mounted, 8" center base faucet, add-on faucet with 12" swing nozzle, 18" riser, B-0044-H hose & B-0107 spray valve

^{***}SEE DRAWING SHEETS FS-5.16 FOR EXACT DETAILS***

ITEM #49 HAND SINK

Dimensions: 13(h) x 17.25(w) x 15.25(d)

Quantity: Four (4)
Manufacturer: Advance Tabco

Model: 7-PS-50

- 1. Model 7-PS-50 Hand Sink, wall mounted, 14" wide x 10" front-to-back x 5" deep bowl, 20-gauge 304 stainless steel, with splash mounted gooseneck faucet, lever drain with overflow, P-trap, wall bracket, NSF, cCSAus
- Model K-316-LU Wrist Handles Only, for splash or deck mount hand sink faucet (1 pair hot & cold 4" long blades), fits faucets supplied after November 2015 with hot & cold color rings that do not have exposed screw head

Equipment manufactured by Eagle or John Boos shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #50 EYE WASH STATION

Quantity: One (1)
Manufacturer: T&S Brass
Model: EW-7360B-TMV

1. Model EW-7360B-TMV Eyewash System, wall mount, thermostatic mixing valve, chrome-plated brass ball valve, 1/2" NPT, 1-1/4" outlet (EW-7360B & EW-9201EF)

Equipment manufactured by Bradley or Encon shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #51A PASS-THRU HEATED CABINET

Dimensions: 83.25(h) x 26(w) x 35.38(d)

Quantity: One (1)

Manufacturer: Continental Refrigerator Model: DL1W-SS-PT-HD

- 1. Model DL1W-SS-PT-HD Designer Line Heated Cabinet, pass-thru, one-section, 21 cu. ft. capacity, (3) shelves, stainless steel exterior & interior, standard depth cabinet, narrow half-height doors, electronic control with digital display, hi-low alarm, cETLus, NSF, Made in USA
- 2. Standard warranty (for the United States & Canada Only): 3 year parts and labor

- 3. 208-230v/60/1-ph, 7.2 amps, 1.5 kW, cord & plug supplied by others
- 4. Door hinged on left (control side)
- 5. Door hinged on left (rear)
- 6. Model 50205-4 Casters, swivel, with brakes (4" diameter rubber tires) set of 4 (5" height)
- 7. Model 50-P001AB Pan Slide Assembly, half section for 18 x 26 or (2) 18 x 14 pans on 3" centers, rim support, stainless steel angles, (holds 8 pans per half section)
- 8. NOTE: pan slides on upper section only.

Equipment manufactured by Victory or Traulsen shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #51B PASS-THRU HEATED CABINET

Dimensions: 83.25(h) x 26(w) x 35.38(d)

Quantity: One (1)

Manufacturer: Continental Refrigerator

Model: DL1W-SS-PT-HD

- 1. Model DL1W-SS-PT-HD Designer Line Heated Cabinet, pass-thru, one-section, 21 cu. ft. capacity, (3) shelves, stainless steel exterior & interior, standard depth cabinet, narrow half-height doors, electronic control with digital display, hi-low alarm, cETLus, NSF, Made in USA
- 2. Standard warranty (for the United States & Canada Only): 3 year parts and labor
- 3. 208-230v/60/1-ph, 7.2 amps, 1.5 kW, cord & plug supplied by others
- 4. Door hinged on right, standard (control side)
- 5. Door hinged on right, standard (rear)
- 6. Model 50205-4 Casters, swivel, with brakes (4" diameter rubber tires) set of 4 (5" height)
- 7. Model 50-P001AB Pan Slide Assembly, half section for 18 x 26 or (2) 18 x 14 pans on 3" centers, rim support, stainless steel angles, (holds 8 pans per half section)
- 8. NOTE: pan slides on upper section only.

Equipment manufactured by Victory or Traulsen shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #52A PASS-THRU REFRIGERATOR

Dimensions: 83.25(h) x 26(w) x 38.75(d)

Quantity: One (1)

Manufacturer: Continental Refrigerator

Model: D1RNSSPTHD

1. Model D1RNSSPTHD Designer Line Refrigerator, pass-thru, one-section, self-contained refrigeration, stainless steel exterior & interior, standard depth cabinet, half-height solid doors, cylinder locks, electronic control with digital display, hi-low alarm, unit comes standard with

expansion valve 6" stainless steel legs, R290 Hydrocarbon Refrigerant, 1/4 HP, ENERGY STAR®

- 2. Standard warranty (for the United States & Canada Only): 3 year parts and labor; additional 4 year compressor part
- 3. 115v/60/1-ph, 5.2 amps, cord, NEMA 5-15P, standard
- 4. Door hinged on left (control side)
- 5. Door hinged on right, standard(rear)
- 6. Model 50205-4 Casters, swivel, with brakes (4" diameter rubber tires) set of 4 (5" height)
- 7. Model 50-P008AB Pan Slide Assembly, half section for 18 x 26 or (2) 18 x 14 pans on 3" centers, bottom support, stainless steel angle (holds 8 pans per half section)
- 8. NOTE: pan slides in upper section only.

Equipment manufactured by Victory or Traulsen shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #52B PASS-THRU REFRIGERATOR

Dimensions: 83.25(h) x 26(w) x 38.75(d)

Quantity: One (1)

Manufacturer: Continental Refrigerator

Model: D1RNSSPTHD

- Model D1RNSSPTHD Designer Line Refrigerator, pass-thru, one-section, self-contained refrigeration, stainless steel exterior & interior, standard depth cabinet, half-height solid doors, cylinder locks, electronic control with digital display, hi-low alarm, unit comes standard with expansion valve 6" stainless steel legs, R290 Hydrocarbon Refrigerant, 1/4 HP, ENERGY STAR®
- 2. Standard warranty (for the United States & Canada Only): 3 year parts and labor; additional 4 year compressor part
- 3. 115v/60/1-ph, 5.2 amps, cord, NEMA 5-15P, standard
- 4. Door hinged on right, standard (control side)
- 5. Door hinged on left (rear)
- 6. Model 50205-4 Casters, swivel, with brakes (4" diameter rubber tires) set of 4 (5" height)
- 7. Model 50-P008AB Pan Slide Assembly, half section for 18 x 26 or (2) 18 x 14 pans on 3" centers, bottom support, stainless steel angle (holds 8 pans per half section)
- 8. NOTE: pan slides in upper section only.

Equipment manufactured by Victory or Traulsen shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM # 53 MILK COOLER

Dimensions: 41.63(h) x 58(w) x 33(d)

Quantity: Two (2)

Manufacturer: True Mfg. - General Foodservice

Model: TMC-58-S-SS-HC

Two (2) Mobile Milk Cooler, forced-air, (16) 13" x 13" x 11-1/8" crate capacity, stainless steel drop front/hold-open flip-up lid with lock, 33 - 38°F temperature range, (3) heavy-duty floor racks, digital thermometer, stainless exterior, stainless steel interior & floor, 4" castors, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.7 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®

Two (2) Self-contained refrigeration standard

Two (2) 7 year compressor warranty, 6 years parts warranty, 5 year labor warranty standard.

Please visit www.truemfg.com for specifics standard

Two (2) 4" Castors, standard

Equipment manufactured by Continental or Traulsen shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #54 HOT FOOD COUNTER, MOBILE

Quantity: Two (2)

Manufacturer: Low Temp Industries Model: 74-EFS-4-TW-MOD

Size: 74 3/8" Long x 48" O.A. Depth x 32" Height

Top stainless-steel 14 gauge/304, 2" turned down all four (4) sides, toolless interlocking mechanism, corners welded and polished to a #4 finish and top edge to include Hi-Lite #7 finish. Tray slide, stainless-steel, 12" deep, beaded on top, drop-down brackets and mounted with adjustable brackets to front of counter at 30" A.F.F. Rear Stainless steel cutting board, 8" deep, flat, drop-down brackets and mounted with adjustable brackets on rear of counter flush with stainless-steel top. Seamless molded fiberglass body (F.R.P.), hand laid, smooth surface and rounded corners. Front of counter to include stand-off panels, 16 gauge stainless-steel, laser cut, finished with plastic laminate and 1" stand-off bushing. Caster, 5", non-marking, ball bearing swivel all to include brakes. Built-In – integral to stainless stee top hot wells (drop-in will not be accepted), to accept four (4) 12" X 20" X 6" deep stainless-steel pans, 563 watts per well, all wells to pre-plumbed to common drain through a common manifold to a ¼ turn drain valve below the body, each well to include independent electronic controller, all wells must be able to operate in either wet or dry mode, and include a two (2) years parts and labor warranty. Food shield, size and shape per plan, GAG series, 1" stainless-steel supports front and rear mounted at manufacturer to counter, 3/8" tempered glass front, top, end glass, front glass to be adjustable, include and interwire by manufacturer two (2) 30" strip heaters and full-length LED lights. Cord & plug. Location of hot wells as per plan.

SEE DETAILS ON DRAWING SHEET FS-5.10 THRU FS-5.12

Equipment manufactured by Delfield or Multiteria shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #55 SPARE NUMBER

ITEM # 56 OPEN DISPLAY MERCHANDISER

Dimensions: 59.25(h) x 48(w) x 37.05(d)

Quantity: One (1)

Manufacturer: MVP Group LLC Model: KGL-OU-48-S

One (1) Hydra-Kool Grab-N-Go Open Over-Under Merchandiser, self contained refrigeration, 48"W x 37-33/64"D x 59-1/4"H, upper section (1) shelf & deck (can be operated in refrigerated or ambient mode), lower section (1) adjustable shelf & deck, LED lighting in canopy & under all shelves, digital temperature controller, PVC coated grey steel interior, silver front panel & grey bottom front panel on exterior, adjustable feet, ETL-Sanitation, cETLus

One (1) 1 Year Parts & Labor, 4 additional years on compressor (self-contained units only), standard

One (1) 115v/60/1-ph, 24 amps, hard-wired, standard

One (1) Standard finish options

One (1) Color to be determined

One (1) Stainless steel interior finish

One (1) Set of (4) Casters, locking, for KPM, KFM, KGL-OF, KGH, & KBD cases

One (1) This unit requires (4) casters

Equipment manufactured by Structural Concepts or Federal shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #57 HOT/COLD COUNTER, MOBILE

Quantity: Two (2)

Manufacturer: Low Temp Industries

Model: 74-QSCHP-4

Size: 74 3/8" Long X 48" O.A. Depth X 32" Height

Top stainless-steel 14 gauge/304, 2" turned down all four (4) sides, toolless interlocking mechanism, corners welded and polished to a #4 finish and top edge to include Hi-Lite #7 finish. Tray slide, stainless-steel, 12" deep, beaded on top, drop-down brackets and mounted with adjustable brackets to front of counter at 30" A.F.F. Rear Stainless steel cutting board, 8" deep, flat, drop-down brackets and mounted with adjustable brackets on rear of counter flush with stainless-steel top. Seamless molded fiberglass body (F.R.P.), hand laid, smooth surface and rounded corners. Front of counter to include stand-off panels, 16 gauge stainless-steel, laser cut, finished with plastic laminate and 1" stand-off bushing. Caster, 5", non-marking, ball bearing swivel all to include brakes. Built-In – integral to stainless stee top hot/cold/frozen individually controlled wells, NSF 7 cold wells (drop-in will not be accepted), to accept five (4) 12" X 20" X 6" deep stainless-steel pans, pans must finish flush with stainless-steel top, recessed pans will not be accepted, pre-plumbed to ¼ turn drain valve recessed in rear of body and include a two (2) years parts and labor warranty. Food shield, size and shape per plan, GAG series, 1" stainless-steel supports front and rear mounted at manufacturer to counter, 3/8" tempered glass front, top, end glass, front glass to be adjustable, include and interwire by manufacturer two and full-length LED lights. Cord & plug. Location of wells as per plan.

SEE DETAILS ON DRAWING SHEET FS-5.10 THRU FS-5.12

Equipment manufactured by Delfield or Multiteria shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #58 ENERGY SPOT COUNTER, MOBILE

Quantity: One (1)

Manufacturer: Low Temp Industries

Model: 66-CFMA

Size: 66 3/8" Long X 50" O.A. Depth X 32" Height

Top stainless-steel 14 gauge/304, 2" turned down all four (4) sides, toolless interlocking mechanism, corners welded and polished to a #4 finish and top edge to include Hi-Lite #7 finish. Tray slide, stainless-steel, two (2) 12" deep, beaded on top, drop-down brackets and mounted with adjustable brackets to front of counter at 30" A.F.F. both long sides of counter. Seamless molded fiberglass body (F.R.P.), hand laid, smooth surface and rounded corners. Both long sides of counter to include stand-off panels, 16 gauge stainless-steel, laser cut, finished with plastic laminate and 1" stand-off bushing. Caster, 5", non-marking, ball bearing swivel all to include brakes. Built-In – integral to stainless stee top forced air, NSF 7 cold wells (drop-in will not be accepted), to accept five (4) 12" X 20" X 6" deep stainless-steel pans, pans must finish flush with stainless-steel top, recessed pans will not be accepted, pre-plumbed to ¼ turn drain recessed in rear of body and include a two (2) years parts and labor warranty. Food shield, size and shape per plan, Crystal Clear series, dual sided, 1" stainless-steel supports front and rear mounted at manufacturer to counter, 3/8" tempered glass front, top, end glass, front glass to be adjustable, include and interwire by manufacturer two and full-length LED lights. Cord & plug. Location of cold wells as per plan.

SEE DETAILS ON DRAWING SHEET FS-5.10 THRU FS-5.12

Equipment manufactured by Delfield or Multiteria shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #59 CASHIER COUNTER, BY OWNER

ITEM #60 POINT OF SALE-BY OTHERS

1. POINT OF SALE-BY OTHERS

ITEM #61 WORK TABLE

Dimensions: $35.5(h) \times 60(w) \times 30(d)$

Quantity: Two (2)

Manufacturer: Advance Tabco

Model: SS-305

1. Model SS-305 Work Table, 60"W x 30"D, 14 gauge 304 stainless steel top, 18 gauge adjustable stainless steel undershelf, stainless steel legs & adjustable bullet feet, NSF

Equipment manufactured by Eagle or John Boos shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM #62 SPARE NUMBER

ITEM #63 WALL CAP

Quantity: One (1)
Manufacturer: Custom
Model: WALL CAP

Provide and set-in place one (1) only stainless steel wall cap size and shape per plan. Wall cap constructed per Fabrication Section 2.03. Refer to equipment plan, elevations and sections for size and configuration. To include:

Top shall be the size and shape as shown on the drawings, constructed of 16-gauge stainless steel. Field joints shall be welded, ground and polished smooth. Top to be turned down 1 ½" and back ½" at a 45 degree angle. Install over CMU block wall.

ITEM #64 (8) LOCKERS-BY OTHERS

1. (8) LOCKERS-BY OTHERS

ITEM # 65 WORK TABLE, CABINET BASE HINGED DOORS

Dimensions: $37(h) \times 60(w) \times 24(d)$

Quantity: One (1)

Manufacturer: Advance Tabco Model: HF-SS-245M

One (1) Work Table, 60"W x 24"D, cabinet base with mid-shelf & hinged doors, 14 gauge 304 stainless steel top with 1-1/2"H rear up-turn, stainless steel legs with adjustable hex feet, NSF

One (1) Casters, 5", threaded stem, for cabinet base units, 300 lb capacity per caster, set of (4) (2 with brakes), 1/2-13 x 3/4" thread

One (1) Door lock, one required for each hinge door or for each set of sliding doors

Equipment manufactured by Eagle or John Boos shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

ITEM # 66 WORK TABLE, STAINLESS STEEL TOP

Dimensions: 35.5(h) x 24(w) x 24(d)

Quantity: Two (2)

Manufacturer: Advance Tabco

Model: SS-242

Two (2) Work Table, 24"W x 24"D, 14 gauge 304 stainless steel top, 18 gauge adjustable stainless steel undershelf, stainless steel legs & adjustable bullet feet, NSF

Two (2) Special working height (per table) to 30" AFF

Two (2) Casters, 5" diameter, set of 4 (2 with brakes) with stainless steel legs for standard working height of 35-1/2"

Equipment manufactured by Eagle or John Boos shall be considered an approved equal providing the equipment conforms with the same physical requirements, capacities and dimensions which are specified and/or shown in the drawings.

END OF SECTION 11 40 00