Rock River Water Reclamation District
Rockford, Illinois

Not to be used for bidding purposes

Bidding Requirements and Contract Forms

for

Storage Building

Capital Project No. 2157

Bid Doc. No. 20-406

Rock River Water Reclamation District
Rockford, Illinois

Bidding Requirements and Contract Forms
and
General Provisions and Technical Specifications
for
Sanitary Sewer Construction

for

Storage Building

Capital Project No. 2157

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Section I

Bidding Requirements

Article 1 — Notice to Bidders

The Rock River Water Reclamation District (District) will receive signed and sealed bids for the Storage Building, Capital Project No. 2157, at the District office located at 3501 Kishwaukee Street, Rockford, Illinois until 11:00 a.m. on Monday, September 21, 2020 at which time and place responsive / responsible bids will be publicly opened and read aloud.

The Storage Building, Capital Project No. 2157, consists of the design and construction / installation of a 102' by 102' wood framed pre-engineered building with metal roofing, metal siding, metal gutters metal downspouts, and snow guards. The building framing shall be designed with two 20' wide coiling overhead doors, four 3' wide metal man doors and frames, and twenty 5' x 3' aluminum framed windows. The existing reinforced concrete foundation shall be repaired as indicated and leveled as necessary to accommodate the building as designed. A concrete slab inside the building, concrete approach pavement, concrete aprons, concrete sidewalks, concrete stoops, and concrete filled pipe bollards shall be installed as part of the project. In addition, all other appurtenances as indicated on the plans and in the specifications shall be provided and installed, such as shop drawings, topsoil, and seeding.

Bidder's attention is called to Article 2 – Instructions to Bidders 3.8 requirements for Statement of Qualifications. Bidder must have a permanent business office within forty (40) miles of the District office at 3501 Kishwaukee Street in Rockford, IL.

All construction, paving, testing, and restoration shall be completed by April 26, 2021. Liquidated damages shall be $300.00 per calendar day.

Bid documents may be obtained at a cost of $50.00 per set (non-refundable) by contacting the District Engineering Department at 815.387.7660.

Plans and specifications may also be viewed at the offices of the Northern Illinois Building Contractors Association at 1111 S. Alpine Rd, Rockford, IL. For more information, visit the District website at www.rrwrd.dst.il.us.

All construction will be done in accordance with specifications on file with the District, including the *General Provisions and Technical Specifications for Sanitary Sewer Construction* (Current Edition) of the Rock River Water Reclamation District of Rockford.

Each proposal must be accompanied by the District Bid Bond form with an acceptable Bid Security attached, in the amount of five percent (5%) of the total bid price. This amount is a guarantee that, if the Proposal is accepted, a Contract will be entered into and its performance properly secured.

A Mandatory Pre-Bid Meeting for this project will be held on Wednesday, September 9, 2020 at 10:00 a.m. at the District's Board Room, 3501 Kishwaukee Street, Rockford, Illinois. All contractors that intend to bid on this project must attend the pre-bid meeting.

The successful bidder will be required to furnish a satisfactory Performance Bond in the full amount of the Bid or Proposal. No Bid shall be withdrawn without the consent of the District for a period of sixty (60) days after the scheduled time of receiving Bids.

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The District, reserves the right to reject any or all bids, or any part thereof, or to accept any bid or any part thereof, or to waive any formalities in any bids, deemed to be in the best interest of the District.

Dated this 2nd day of September, 2020

BY: Timothy S. Hanson, Executive Director

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Article 2 — Instructions to Bidders

1 General

1.1 Scope and Intent

This section of the contract documents is concerned with furnishing detailed information and requirements for preparing bids to prospective bidders, bidders' responsibility, the preparation and the submission of bids, basis for awarding the contract and other general information concerned with bidding and executing the contract.

1.2 Contradictions

If in the case of apparent contradiction between or among the Contract Documents, the Contract Documents shall be consulted in the following order: Addenda, Agreement, Supplementary Drawings, Instructions to Bidders, Detailed Specifications, Plans, District General Provisions and Technical Specifications for Sanitary Sewer Construction. The language in the first such document in which language regarding the conflict, error or discrepancy occurs shall control.

1.3 Mandatory Pre-Bid Meeting

A mandatory Pre-Bid Meeting for this project will be held on Wednesday September 2, 2020 at 10:00 a.m. in the District's Board Room, 3501 Kishwaukee Street, Rockford, Illinois. All Contractors that intend to bid on this project must attend the pre-bid meeting.

2 Legal Requirements

2.1 Illinois Regulations

1. Public Act 100-1177 requires the Bidder to comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on District projects to submit certified payroll reports via the State's Certified Transcript of Payroll Portal currently found at: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx. The Bidder is responsible for verifying current information at the State's website.
2. Public Act 83–1030 entitled "Steel Products Procurement Act" requires that steel products used or supplied in performance of this contract or subcontract shall be manufactured or produced in the United States with three exceptions.

   The provisions of this Section shall not apply:

   a. Where the contract involves an expenditure of less than $500.

   b. Where the executive head of the public agency certifies in writing that
      i. the specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
      ii. obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%.

   c. When its application is not in the public interest.

2. Public Act 96-929 (30 ILCS 570) provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as defined in the Act; and, further, that Illinois workers are available and capable of performing the particular type work involved.

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3. Public Act 99-0933 requires that any party to a contract adopt and promulgate written sexual harassment policies that include, as a minimum, the following information:
    a. the illegality of sexual harassment
    b. the definition of sexual harassment under Illinois State law
    c. a description of sexual harassment, utilizing examples
    d. my (our) organization's internal complaint process including penalties
    e. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission
    f. directions on how to contact the Department and the Commission
    g. protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act

    Upon request, this information shall be provided to the Illinois Department of Human Rights and the District.
4. With regard to nondiscrimination in employment, the Contractor for this project will be required to comply with the Illinois Fair Employment Practices Commission's Rules and Regulations.
5. The Contractor for this project shall comply with the Occupational Safety and Health Act.
6. The Contractor for this project shall comply with the Federal Drug-Free Workplace Act.
7. Public Act 96-1416 requires the Certification of Clean Construction and Demolition Debris (CCDD) and uncontaminated soil prior to disposal at a CCDD fill site. The Contractor for this project shall comply with Public Act 96-1416 and be responsible for the certifications and any fees associated with the disposal at a CCDD fill site.
    a. In the event that contaminated soil is uncovered on the project, the Contractor shall notify the District immediately. Any extra costs resulting from the presence of contaminated soil shall be evaluated in accordance with District General Provisions & Technical Specs for Sanitary Sewer Construction, General Conditions: Article 5 – Time Provisions and Article 8 – Changes.

2.2 Americans with Disabilities Act

The Contractor for this project will comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). The Contractor will hold harmless and indemnify Rock River Water Reclamation District (District) and their representatives from all:

1. suits, claims, or actions
2. costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlement
3. damages of any kind (including but not limited to actual, punitive, and compensatory damages)

relating in any way to or arising out of the ADA, to which said firm is exposed or which it incurs in the execution of the contract.

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3 General Instructions

3.1 Bidder's Responsibility

Bidders are cautioned not to submit proposals until having carefully examined the entire site of the proposed work and adjacent premises and the various means of approach and access to the site, and having made all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing and handling the materials at the site, and having informed themselves thoroughly as to all difficulties involved in the completion of all the work under this Contract in accordance with its requirements.

Bidders must examine the Plans, Specifications and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amount or quantities necessary to complete fully the work in strict compliance with the Contract Documents. The Bidder must satisfy himself by making borings or test pits, or by such methods as he may prefer, as to the character and location of the materials to be encountered or work to be performed. No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

The Contractor is responsible for verifying the location of all existing utilities in the project areas.

The Bidder, therefore, shall satisfy himself by such means as he may deem proper as to the location of all structures that may be encountered in construction of the work.

3.2 Addenda and Interpretations

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation must be in writing addressed to the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois. To be given consideration, such request must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by email, fax, or certified mail with acknowledgement of receipt requested, to all prospective bidders, at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

3.3 Laws and Regulations

The prospective bidder is warned that he must comply with all laws of the United States Government, State of Illinois, all ordinances and regulations of the District in the performance of the work under this contract. The Bidder's attention is specifically called to that provision of the General Conditions regarding the rate of wage to be paid on the work.

3.4 Quantities Estimated Only

Bidders are warned that the estimate of quantities of the various items of work and materials, as set forth in the proposal form, is approximate only and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less

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or more than so estimated, and if awarded a contract for the work specified, the Contractor further agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of bids and quantities of work actually performed.

3.5 Form, Preparation, and Presentation of Proposals

For particulars as to the quantity and quality of the supplies, materials and equipment to be furnished, and the nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents, which may be examined or obtained at the office of the District.

Each bid will be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, with the unit or total sum or both for which the proposal is made. If the proposal contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price as expressed in figures will govern. In no case is the agreement form to be filled out or signed by the bidder.

Bidders may opt to contact the District's Engineering Department at 815.387.7660 to obtain an electronic Proposal form. If used, this form must be attached to the hard copy proposal form and appropriately signed and executed with the bid.

The bid must be verified and be presented on the prescribed form in a sealed envelope on or before the time and at the place stated in the Advertisement for Bids, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Clerk of the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois, 61109 and be sent preferably by certified mail. The District will not accept facsimile generated bids.

3.6 Bid Security

Each proposal must be accompanied by the District Bid Bond form with an acceptable Bid Security attached, in the amount specified in Article One, Notice to Bidders. This sum is a guarantee that, if the Proposal is accepted, a contract will be entered into and its performance properly secured. The District's Bid Bond Form included in the bid packet must be used. No other Bid Bond form may be substituted.

Within ten (10) days after the opening of bids, the deposits of all but the three lowest bidders will be returned. The deposits of the remaining two unsuccessful bidders will be returned within three (3) days after the execution of the contract, or, if no such contract has been executed, within sixty (60) days after the date of opening bids. The deposit of the successful bidder will be returned only after he has duly executed the contract and furnished the required bond and insurance.

3.7 Affidavit of Compliance

Each proposal must be accompanied by an executed Affidavit of Compliance. A separate Affidavit of Compliance form is enclosed with the Proposal packet. Failure to submit an executed Affidavit of Compliance with the proposal may constitute sufficient cause for rejection of the bid.

3.8 Statement of Qualifications

Each proposal must be accompanied by a Statement of Qualifications certifying that the bidder is registered to do business in the State of Illinois, has a permanent business office within forty (40) miles of the District office at 3501 Kishwaukee Street in Rockford, IL, and provides documentation that the bidder possesses the appropriate financial, material, equipment, facility and personnel

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resources and expertise necessary to meet all contractual obligations. The bidder shall document no less than three (3) contracts for sanitary sewer system within the past five (5) years having equal or greater value to the bid being submitted. The District reserves the right to request additional information as needed to evaluate bids prior to making an award.

3.9 Comparison of Proposals

Bids on item contracts will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantities of each item, multiplied by the corresponding unit prices and including any lump sum bids on individual items, in accordance with the estimate of quantities set forth in the proposal form. Bids on lump sum contracts will be considered upon the basis of the lowest sum bid.

3.10 Acceptance of Bids and Basis of Award

No bidder may withdraw his bid after the scheduled closing time for receipt of bids, for at least sixty (60) days.

The contract will be awarded, if at all, to the lowest responsive, responsible bidder. The Rock River Water Reclamation District also reserves the right to reject any or all bids.

The bidder whose proposal is accepted shall enter into a written contract for the performance of the work and furnish the required bonds and insurance certificate within ten (10) days after written notice by the Engineering Manager of the District has been served on such bidder personally or by mailing a postpaid wrapper to such bidder at the address given in his proposal. If the bidder to whom the contract is awarded refuses or neglects to execute it or fails to furnish the required bond and insurance within five (5) days after receipt by him of the notice, the amount of his deposit shall be forfeited and shall be retained by the District as liquidated damage and not as a penalty. It being now agreed that said sum is a fair estimate of the amount of damages that the District will sustain in case said bidder fails to enter into a contract and furnish the required bond and insurance. No plea of mistake in the bid shall be available to the bidder for the recovery of his deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

3.10.1 Evaluation of Responsiveness

The responsiveness of bidders will be judged on the basis of the completeness of the bid submitted. To be responsive, a Bid must be submitted on the forms provided as part of the Bid Documents and comply with all the requirements of the Instruction to Bidders.

3.10.2 Evaluation of Responsibility

To be judged as responsible, the bidder shall:

a. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities, or a firm commitment to obtain such by subcontracts;

b. Be able to comply with the required completion schedule for the project;

c. Have a satisfactory record of integrity, judgment, and performance, including, in particular, any prior performance on contracts from the District;

d. Have an adequate financial management system and audit procedures, that provide efficient and effective accountability and control of all property, funds, and assets;

e. Conform to the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

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f. Have satisfactorily completed no less than three (3) sanitary sewer system contracts within the past five (5) years of equal or greater value to the bid being submitted.

3.11 The Rejection of Bids

The District reserves the right to reject any bid if the evidence submitted in the statement of the bidder's qualifications, or if investigation of such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations and to complete the work contemplated therein. Any or all proposals will be rejected if there is reason to believe that collusion exists among the bidders. Conditional bids will not be accepted. The District reserves the right to reject any and all bids and to accept the bid which they deem most favorable to the interest of the District after all proposals have been examined and canvassed.

3.12 Insurance and Bonding

Contractor shall provide all necessary insurance and bonds required to complete the project. No more than ten (10) calendar days subsequent to the District's issuance of an award letter, the Contractor shall provide documentation to prove that he has obtained all required insurance and bonds. The District shall be the sole judge as to the acceptability of any such proof.

Contractor shall provide and maintain all insurance and bonds as required by the District.

3.12.1 General

The Contractor shall ensure that:

1. All insurance policies shall be specific to the project.
2. The insurance certificate shall state: This certifies that the insurance coverage meets or exceeds that required for Storage Building, Capital Project No. 2157.
3. The District shall be named as Additional Insured in all policies; this shall include the Owners Contractors Protective Policy option.
4. All completed operations coverages and bonds shall remain in force for a period of two (2) years following acceptance of the project and completed operations shall stay in force for two (2) years following completion of the project.

3.12.2 Insurance

The Contractor shall, for the duration of the contract and for two (2) years following project acceptance, maintain the following:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. The Contractor shall provide "XCU" coverage.
2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-–owned vehicles, as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of $500,000 per accident and $500,000 per disease.
4. Umbrella: $2,000,000 per occurrence/aggregate for contracts valued at $500,000 or over, or $1,000,000 for contracts below $500,000. $10,000 is maximum allowable self-retained limit.
5. Errors and Omissions: If the Contractor performs professional services, he shall maintain errors and omissions insurance with a limit no lower than $1,000,000 for the duration of the contract.

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The policies shall contain, or be endorsed to contain, the following provisions in the General Liability and Automobile Liability Coverage's:

a. Unless otherwise provided in paragraph "c" of this section, the District, its officers, officials, employees and volunteers shall be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, volunteers, or agents.
b. Unless otherwise provided in paragraph "c" of this section, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute with it.
c. As an acceptable alternative to provisions "a" and "b" of this section, the Contractor may provide owner's and contractor's protective liability insurance with coverage limits, named insureds, and in conformity with all applicable specifications of this section.
d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees, volunteers, or agents.
e. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
f. All Coverages — Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

3.12.3 Best's Ratings

The District shall be the sole judge of whether or not said insurer's ratios are satisfactory. The District's decision shall be final and the District's bidding procedures contain no appeal provision.

1. Alphabetical Rating: For purposes of this Request for Bids, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the Contractor. No insurer or surety rated lower than "A-, Excellent" in the current *Best's Key Rating Guide* shall be acceptable to the District.
2. Financial Size Rating: Provided an insurer's alphabetical rating is satisfactory, the District will examine said insurer's financial size rating.

    a. If Best classifies the insurer XII or larger, said insurer shall be acceptable to the District.
    b. If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to the District's Business Manager and/or the District's insurance consultant for review.

Financial Size ratings less than VII are not acceptable and will disqualify the Contractor.

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3.12.4 Performance Bond and Labor & Materials Payment Bond Form

The Contractor shall provide a Performance Bond and Labor & Materials Payment Bond form acceptable to the District. The performance bond shall be for either 100% of the contract price or for the Contractor's unit price times the estimated number of units, as applicable.

This Request for Bids contains a Performance Bond and a Labor & Material Bond form for the Contractor's use.

If the Contractor fails to provide acceptable bonds within the specified time, he shall be in default.

3.12.5 Correction of Contractor's Insurance or Bond Deficiencies

If the District determines that the Contractor's insurance or bond documentation does not conform to these specifications, the District shall inform said Contractor of the non-conformity. If said Contractor fails to provide conforming insurance or bond documentation within five (5) calendar days of the District's deficiency notice, he shall be in default.

3.12.6 Indemnification Clause

Contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the Contractor or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor or subcontractor, whether such loss, damage, injury or liability is contributed to by the negligence of the District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful bidder shall have no liability for damages or the costs incident thereto caused by the sole negligence of the District.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or its subcontractor under any employee benefits act including, but not limited, to the Workers Compensation Act.

No inspection by the District, its employees, or agents shall be deemed a waiver by the District of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages in the Contract.

3.13 Tax Exemption

The District is exempt, by law, from paying bidder Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the bidder shall exclude those taxes from his bid. The District's tax exemption number is E9992-3696-06. The bidder shall include all applicable taxes in his bid price.

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Article 3 Detailed Specifications

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033000	Cast-In-Place Concrete
077253	Snow Guards
079200	Joint Sealants
081113	Hollow Metal Doors and Frames
083323	Overhead Coiling Doors
087100	Door Hardware
133418	Building Systems
312000	Earth Moving
329200	Turf and Grasses

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

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1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work performed by Owner.
4. Work under Owner's separate contracts.
5. Contractor's use of site and premises.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 017300 "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

A. Project Identification: Storage Building, CIP#2157.

1. Project Location: Rock River Water Reclamation District, 3333 Kishwaukee Street, Rockford, IL 61109.

B. Owner: Rock River Water Reclamation District.

1. Owner's Representative: Chris Baer, Director of Engineering.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. Provide design and construction of a pre-engineered, post frame construction building as defined on the Contract drawings and specifications along with other Work indicated in the Contract Documents including landscaping, stormwater piping, concrete slabs, walks, and drives.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.6 WORK PERFORMED BY OWNER

A. Cooperate fully with Owner, so work may be carried out smoothly, without interfering with or delaying Work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

B. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before Work under this Contract begins.

1. Install electric ductbank from the Disinfection Building 15 to the northeast corner of the structure. Conduit will enter the foundation wall below grade and will be terminated above the Contractor installed concrete floor and Contractor installed transformer pad.

C. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.

1. Install electrical transformer, conductors, and lighting panel in the northeast inside corner of the building.

2. Route conduit and wire to the overhead door operators.

3. Install conduit, wiring, and lighting for the interior and exterior of the building.

1.7 WORK UNDER OWNER'S SEPARATE CONTRACTS

A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.

B. Preceding Work: Owner has completed separate contract(s) for the following construction operations at Project site. Those operations will be complete before Work under this Contract begins.

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1. Directional bore underground electrical conduit from the Disinfection Building 15 to the new storage building.

C. Concurrent Work: Owner will perform separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.

1. Install Plant Roadway Improvements 2020, Capital Project #2106, contract awarded to Northern Illinois Service Company. Work includes demolition south and west of the building area, concrete curb/gutter surrounding the building area, concrete roadways surrounding the building area, and other site improvements outside of the building area (Plant Roadway project does not include drives from back of curb or gutter to the building; these drives are part of the building contract). The Plant Roadway Improvements 2020 project has a completion date of December 4, 2020.

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1.8 CONTRACTOR'S USE OF SITE AND PREMISES

A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.9 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.10 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work to between 6:30 a.m. to 4:30 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner. Work outside of these hours, on weekends, and on District holidays require Owner approval at least 2 business days in advance of the day, for each event.

C. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

1.11 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
2. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

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1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Engineer's final release or approval.
    g. Scheduled dates for purchasing.
    h. Scheduled date of fabrication.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.5 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Engineer.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.
11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.
15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.

B. Options: Identify options requiring selection by Engineer.

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C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Paper Submittals:

1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Engineer will return one copy.
4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Engineer will not return copies.
5. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
6. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using AIA Document G810 or equal transmittal form.

E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number. Two paper copies of updated final submittal data shall be submitted to Owner prior to project completion.

1.6 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.

    a. Engineer will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.

2. Paper: Prepare submittals in paper form and deliver to Engineer.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

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3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 business days for review of each resubmittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

1.7 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.

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e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams that show factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 36 by 24 inches.
a. Three opaque copies of each submittal. Engineer will retain two copies; remainder will be returned.

C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

a. Project name and submittal number.
b. Generic description of Sample.
c. Product name and name of manufacturer.
d. Sample source.
e. Number and title of applicable Specification Section.
f. Specification paragraph number and generic name of each item.

3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.

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4. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.

7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

    a. Number of Samples: Submit three sets of Samples. Engineer will retain two Sample sets; remainder will be returned.

        1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
        2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.

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F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

    a. Name of evaluation organization.
    b. Date of evaluation.

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c. Time period when report is in effect.
d. Product and manufacturers' names.
e. Description of product.
f. Test procedures and results.
g. Limitations of use.

1.8 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Engineer.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and two paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.9 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.10 ENGINEER'S REVIEW

A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return.

1. PDF Submittals: Engineer will indicate, via markup on each submittal, the appropriate action**.**

2. Paper Submittals: Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action**.**

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B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Engineer will return without review submittals received from sources other than Contractor.

F. Submittals not required by the Contract Documents will be returned by Engineer without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

Not to be used for bidding purposes

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance

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with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" shall have the same meaning as the term "testing agency."

H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Engineer.

1.4 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.5 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Engineer regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Engineer for clarification before proceeding.

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B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.6 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

F. Reports: Prepare and submit certified written reports and documents as specified.

G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

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1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Engineer. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
3. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Engineer has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.

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5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on re-testing and re-inspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement of whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement of whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.9 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

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C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged in the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following Contractor's responsibilities, including the following:

1. Provide test specimens representative of proposed products and construction.
2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
3. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
4. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
5. Build laboratory mockups at testing facility, using personnel, products, and methods of construction indicated for the completed Work.

Not to be used for bidding purposes

6. When testing is complete, remove test specimens and test assemblies; do not reuse products on Project.
7. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.

1.10 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
2. Costs for re-testing and re-inspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Engage a qualified testing agency to perform quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Re-testing/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including re-testing and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.

Not to be used for bidding purposes

3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.

1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
2. Distribution: Distribute schedule to Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

Not to be used for bidding purposes

1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures, and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections, and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
6. Re-testing and re-inspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Engineer.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

Not to be used for bidding purposes

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

Not to be used for bidding purposes

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use with metering. Provide connections and extensions of services and metering as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use with metering. Provide connections and extensions of services and metering as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.

C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

Not to be used for bidding purposes

D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
3. Indicate methods to be used to avoid trapping water in finished work.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top rails, with galvanized barbed-wire top strand matching existing.

2.2 TEMPORARY FACILITIES

A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

Not to be used for bidding purposes

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with Owner for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to private system indicated as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

Not to be used for bidding purposes

D. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

E. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

F. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
   1. Connect temporary service to Owner's existing power source, as directed by Owner.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

3.4 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:

   1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
   2. Maintain support facilities until Engineer schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations.

   1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

C. Temporary Use of Planned Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

   1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
   2. Prepare subgrade and install subbase and base for temporary roads and paved areas in accordance with Section 312000 "Earth Moving."
   3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.

D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

Not to be used for bidding purposes

1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

E. Storage and Staging: Use designated areas of Project site for storage and staging needs.

F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."

C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."

D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
2. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
3. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

Not to be used for bidding purposes

F. Security Fence: Install temporary fencing where the existing site perimeter fencing is removed for construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock at end of each workday.

G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

END OF SECTION 015000

Not to be used for bidding purposes

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner's portion of the Work.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for coordination of Owner-furnished products, Owner-performed work, Owner's separate contracts, and limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
4. Section 024119 “Selective Demolition” for requirements on cutting and patching in addition to the basic requirements in this section.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Professional Engineer.

Not to be used for bidding purposes

B. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.5 QUALITY ASSURANCE

A. Professional Engineer Qualifications: Refer to Section 014000 "Quality Requirements."

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

Not to be used for bidding purposes

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical, and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

Not to be used for bidding purposes

3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Engineer promptly.

B. Engage a professional engineer experienced in laying out the Work, using the following accepted surveying practices:

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.

Not to be used for bidding purposes

6. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb, and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

Not to be used for bidding purposes

C. Install products at the time and under conditions that will ensure satisfactory results as judged by Engineer. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.

F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including leveling existing top of walls, sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Engineer. Fit exposed connections together to form hairline joints.

J. Repair or remove and replace damaged, defective, or nonconforming Work.

1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.6 CUTTING AND PATCHING

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

Not to be used for bidding purposes

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of Work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Engineer. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

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3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 COORDINATION OF OWNER'S PORTION OF THE WORK

A. Site Access: Provide access to Project site for Owner's construction personnel.

1. Provide temporary facilities required for Owner-furnished, and Owner-furnished, Owner-installed products.
2. Refer to Section 011000 "Summary" for other requirements for Owner-furnished and Owner-furnished, Owner-installed products

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Pre-installation Conferences: Include Owner's construction personnel at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend pre-installation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

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2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

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C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.10 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

D. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.

B. Related Requirements:
1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
3. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.3 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Engineer's use prior to Engineer's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.5 CLOSEOUT SUBMITTALS

A. Certificate of Insurance: For continuing coverage.

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1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals and Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
7. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
8. Complete startup and testing of systems and equipment.
9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
10. Complete final cleaning requirements.
11. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

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1.8 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
   1. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will notify Contractor of construction that must be completed or corrected before certificate will be issued.

   1. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.9 LIST OF INCOMPLETE ITEMS

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

   1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding indoors.
   2. Organize items applying to each space by major element, including categories for individual walls, floors, equipment, and building systems.
   3. Include the following information at the top of each page:

      a. Project name.
      b. Date.
      c. Name of Engineer.
      d. Name of Contractor.
      e. Page number.

   4. Submit list of incomplete items in the following format:

      a. MS Excel Electronic File: Engineer will return annotated file.
      b. PDF Electronic File: Engineer will return annotated file.
      c. Three Paper Copies: Engineer will return two copies.

1.10 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial

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Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit on digital media acceptable to Engineer or by email to Engineer.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

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1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

    a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    e. Remove snow and ice to provide safe access to building.
    f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    h. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
    i. Vacuum and mop concrete.
    j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    k. Remove labels that are not permanent.
    l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
    n. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory manuals.
2. Systems and equipment operation manuals.
3. Systems and equipment maintenance manuals.
4. Product maintenance manuals.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Engineer will comment on whether content of operation and maintenance submittals is acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:

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1. Submit on digital media acceptable to Engineer. Enable reviewer comments on draft submittals.
2. Submit three paper copies of final documents.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Engineer will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Engineer will return copy with comments.

1. Correct or revise each manual to comply with Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer's comments and prior to commencing demonstration and training.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

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3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

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1.6 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. Performance and design criteria if Contractor has delegated design responsibility.
2. Operating procedures.
3. Wiring diagrams.
4. Control diagrams.
5. Precautions against improper use.
6. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Engineering data and tests.
8. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.

3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Special operating instructions and procedures.

E. Controls: Describe the sequence of operation and diagram controls as installed.

1.7 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

    a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

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1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of maintenance manuals.

1.8 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:

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1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

Not to be used for bidding purposes

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Product Data.
3. Miscellaneous record submittals.

B. Related Requirements:

1. Section 017700 "Closeout Procedures" for general closeout procedures.
2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up record prints.
2. Number of Copies: Submit copies of Record Drawings as follows:

a. Initial Submittal:

1) Submit one paper-copy set of marked-up record prints.
2) Submit PDF electronic files of scanned record prints.
3) Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:

1) Submit two paper-copy sets of marked-up record prints.
2) Submit PDF electronic files of scanned Record Prints.
3) Print each drawing, whether or not changes and additional information were recorded.

B. Record Product Data: Submit annotated PDF electronic files with directories and two paper copies of each submittal.

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1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

C. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files with directories and two paper copies of each submittal.

1.4 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Accurately record information in an acceptable drawing technique.
    c. Record data as soon as possible after obtaining it.
    d. Record and check the markup before enclosing concealed installations.
    e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Depths of foundations.
    d. Locations and depths of underground utilities.
    e. Revisions to routing of piping and conduits.
    f. Revisions to electrical circuitry.
    g. Actual equipment locations.
    h. Duct size and routing.
    i. Locations of concealed internal utilities.
    j. Changes made by Change Order or Construction Change Directive.
    k. Changes made following Engineer's written orders.
    l. Details not on the original Contract Drawings.
    m. Field records for variable and concealed conditions.
    n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

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1.5 RECORD PRODUCT DATA

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.

B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders and Record Drawings where applicable.

C. Format: Submit Record Product Data as annotated PDF electronic file.

1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.6 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file and paper copy.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.7 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

Not to be used for bidding purposes

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures in addition to work herein.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

Not to be used for bidding purposes

1.5 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

2.2 REINFORCING STEEL PRIMER

A. Nitoprime Zincrich by Fosroc.

B. Zincrich Rebar Primer by BASF.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

Not to be used for bidding purposes

C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. Arrange to shut off utilities with utility companies.
3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
3. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

Not to be used for bidding purposes

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
6. Maintain adequate ventilation when using cutting torches.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
10. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on-site as designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

Not to be used for bidding purposes

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

B. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

C. Where cut reinforcing bar ends are exposed to view, paint end of cut bars with a zinc rich primer.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 SELECTIVE DEMOLITION SCHEDULE

A. Remove: Per the drawing details, provide horizontal full depth saw cut beneath each door (2 overhead doors and 4 man-doors) at a depth as necessary to accommodate new work (approximately 14" below top of existing wall). Cut width shall be as necessary for door and frame installation while providing sufficient clearance for installation and adjustments.

B. Remove: 48 fence post sleeves cast into the top of the concrete wall. Chip out enough concrete around the steel sleeve to allow the sleeve to be cut off at least ½" below the top of wall. After cut, coat the cut end with a zinc rich primer and then fill the void with non-shrink grout. Some of these 48 posts/sleeves will be removed along with the door opening concrete removal work described above.

C. Remove: 60 various metal anchor rods, threaded inserts, and bolts cast or embedded into the top of the concrete wall. Chip out enough concrete around the steel item to allow the steel to be cut off at least ½" below the top of wall. After cutting, coat the cut end with a zinc rich primer

Not to be used for bidding purposes

and then fill the void with non-shrink grout. Some of these 60 items will be removed along with the door opening concrete removal work described above.

D. Remove: Five concrete wall patches are necessary, with each requiring straight saw cutting at edges for a clean repair. After cutting, chip out loose and degraded concrete until solid material is exposed. Clean any exposed reinforcing steel and coat with a zinc rich primer. Drill and epoxy additional reinforcing steel into the concrete, minimum of two #4 reinforcing bars or as shown where included on the details.

END OF SECTION 024119

Not to be used for bidding purposes

SECTION 032000 - CONCRETE REINFORCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

Not to be used for bidding purposes

1.2 SUMMARY

A. Section Includes:

1. Steel reinforcement bars.
2. Welded-wire reinforcement.

B. Related Requirements:

1. Section 033000 “Cast-In-Place Concrete".
2. Section 321313 "Concrete Paving" for reinforcing related to concrete pavement and walks.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Each type of steel reinforcement.
2. Zinc repair material.
3. Bar supports.

B. Shop Drawings: Comply with ACI SP-066:

1. Include placing drawings that detail fabrication, bending, and placement.
2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, tie spacing, hoop spacing, and supports for concrete reinforcement.

C. Construction Joint Layout: Indicate proposed construction joints required to build the structure.

1. Location of construction joints is subject to approval of the Engineer.

1.4 INFORMATIONAL SUBMITTALS

A. Material Test Reports: For the following, from a qualified testing agency:

1. Steel Reinforcement:

   a. For reinforcement, mill test analysis for chemical composition and carbon equivalent of the steel in accordance with ASTM A706/A706M.

2. Mechanical splice couplers.

B. Field quality-control reports.

Not to be used for bidding purposes

1.5 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

1. Store reinforcement to avoid contact with earth.
2. Do not allow epoxy-coated reinforcement to be stored outdoors for more than 60 days without being stored under an opaque covering.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.

B. Headed-Steel Reinforcing Bars: ASTM A970/A970M.

C. Epoxy-Coated Reinforcing Bars:

1. Steel Bars: ASTM A615/A615M, Grade 60, deformed bars.
2. Epoxy Coating: ASTM A775/A775M with less than 2 percent damaged coating in each 12-inch bar length.

D. Steel Bar Mats: ASTM A184/A184M, fabricated from ASTM A615/A615M, Grade 60, deformed bars, assembled with clips.

E. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, plain, fabricated from as-drawn steel wire into flat sheets.

F. Deformed-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, flat sheet.

G. Epoxy-Coated Welded-Wire Reinforcement: ASTM A884/A884M, Class A coated, Type 1, plain steel.

2.2 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A615/A615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

B. Epoxy-Coated Joint Dowel Bars: ASTM A615/A615M, Grade 60, plain-steel bars, ASTM A775/A775M epoxy coated.

C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.

1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.
b. For epoxy-coated reinforcement, use CRSI Class 1A epoxy-coated or other dielectric-polymer-coated wire bar supports.

D. Mechanical Splice Couplers: ACI 318 Type 1, same material of reinforcing bar being spliced; mechanical-lap type.

E. Steel Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch in diameter.

1. Finish: Plain.

2.3 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

A. Protection of In-Place Conditions:

1. Do not cut or puncture vapor retarder.
2. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.

B. Accurately position, support, and secure reinforcement against displacement.

1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
2. Do not tack weld crossing reinforcing bars.

Not to be used for bidding purposes

C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.

D. Provide concrete coverage in accordance with ACI 318.

E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

F. Splices: Lap splices as indicated on Drawings.

1. Bars indicated to be continuous, and all vertical bars shall be lapped not less than 36 bar diameters at splices, or 24 inches, whichever is greater.
2. Stagger splices in accordance with ACI 318.
3. Mechanical Splice Couplers: Install in accordance with manufacturer's instructions.

G. Install welded-wire reinforcement in longest practicable lengths.

1. Support welded-wire reinforcement in accordance with CRSI "Manual of Standard Practice."

a. For reinforcement less than W4.0 or D4.0, continuous support spacing shall not exceed 12 inches.

2. Lap edges and ends of adjoining sheets at least one wire spacing plus 2 inches for plain wire and 8 inches for deformed wire.
3. Offset laps of adjoining sheet widths to prevent continuous laps in either direction.
4. Lace overlaps with wire.

H. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating in accordance with ASTM D3963/D3963M.

3.3 JOINTS

A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.

1. Place joints perpendicular to main reinforcement.
2. Continue reinforcement across construction joints unless otherwise indicated.
3. Do not continue reinforcement through sides of strip placements of floors and slabs.

B. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length, to prevent concrete bonding to one side of joint.

3.4 INSTALLATION TOLERANCES

A. Comply with ACI 117.

END OF SECTION 032000

Not to be used for bidding purposes

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

Not to be used for bidding purposes

1.2 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:
1. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.
2. Section 312000 "Earth Moving" for drainage fill under slabs-on-ground.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Silica fume.
5. Aggregates.
6. Admixtures:

a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
7. Fiber reinforcement.
8. Vapor retarders.

9. Floor and slab treatments.
10. Liquid floor treatments.
11. Curing materials.
12. Joint fillers.
13. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Maximum w/cm.
4. Slump limit.
5. Air content.
6. Nominal maximum aggregate size.
7. Synthetic micro-fiber content.
8. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
9. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

    a. Location of construction joints is subject to approval of the Engineer.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:

1. Installer: Include copies of applicable ACI certificates.
2. Ready-mixed concrete manufacturer.
3. Testing agency: Include copies of applicable ACI certificates.

B. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Fiber reinforcement.
4. Curing compounds.
5. Floor and slab treatments.
6. Bonding agents.
7. Adhesives.
8. Vapor retarders.
9. Semi-rigid joint filler.
10. Joint-filler strips.
11. Repair materials.

Not to be used for bidding purposes

C. Material Test Reports: For the following, from a qualified testing agency:

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Silica fume.
5. Aggregates.
6. Admixtures:

D. Floor surface flatness and levelness measurements report, indicating compliance with specified tolerances.

E. Preconstruction Test Reports: For each mix design.

F. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs Project personnel qualified as an ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician.

1. Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer.

B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.

D. Field Quality Control Testing Agency Qualifications: An independent agency, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1. Personnel conducting field tests shall be qualified as an ACI Concrete Field Testing Technician, Grade 1, in accordance with ACI CPP 610.1 or an equivalent certification program.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301.

1.8 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1 and as follows.

Not to be used for bidding purposes

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel.
5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:

1. Maintain concrete temperature at time of discharge to not exceed 95 deg F.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

Not to be used for bidding purposes

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
3. Obtain aggregate from single source.
4. Obtain each type of admixture from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type I.
2. Fly Ash: ASTM C618, Class C or F.
3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
4. Silica Fume: ASTM C1240 amorphous silica.

C. Normal-Weight Aggregates: ASTM C33/C33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.

1. Alkali-Silica Reaction: Comply with one of the following:

a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.

b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.
c. Alkali Content in Concrete: Not more than 4 lb./cu. yd. for moderately reactive aggregate or 3 lb./cu. yd. for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301.

2. Maximum Coarse-Aggregate Size: 1 inch nominal.
3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Air-Entraining Admixture: ASTM C260/C260M.

E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

F. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

2.3 FIBER REINFORCEMENT

A. Synthetic Monofilament Micro-Fiber: Monofilament polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C1116/C1116M, Type III, 1/2 to 1-1/2 inches long.

B. Synthetic Fibrillated Micro-Fiber: Fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C1116/C1116M, Type III, 1/2 to 1-1/2 inches long.

C. Synthetic Macro-Fiber: Synthetic macro-fibers engineered and designed for use in concrete, complying with ASTM C1116/C1116M, Type III, 1 to 2-1/4 inches long.

2.4 VAPOR RETARDERS

A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A; not less than 10 mils thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.

2.5 LIQUID FLOOR TREATMENTS

A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.

Not to be used for bidding purposes

2.6 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

C. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.

1. Color:

a. Ambient Temperature Below 50 deg F: Black.
b. Ambient Temperature between 50 deg F and 85 deg F: Any color.
c. Ambient Temperature Above 85 deg F: White.

D. Water: Potable or complying with ASTM C1602/C1602M.

E. Clear, Waterborne, Membrane-Forming, Dissipating Curing Compound: ASTM C309, Type 1, Class B.

2.7 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.

B. Semi-rigid Joint Filler: Two-component, semi-rigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 in accordance with ASTM D2240.

C. Bonding Agent: ASTM C1059/C1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

D. Epoxy Bonding Adhesive: ASTM C881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade and class to suit requirements, and as follows:

1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.8 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.

Not to be used for bidding purposes

2. Slag Cement: 50 percent by mass.
3. Silica Fume: 10 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

1. Use water-reducing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

Not to be used for bidding purposes

2.9 CONCRETE MIXTURES

A. Class A: Normal-weight concrete used for footings, grade beams, and tie beams.
1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Maximum w/cm: 0.42.
3. Slump Limit: 4 inches, plus or minus 1 inch.
4. Air Content:
   a. 4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size.
5. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.

B. Class C: Normal-weight concrete used for slabs-on-ground.

1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Maximum w/cm: 0.42.
3. Minimum Cementitious Materials Content: 540 lb/cu. yd.
4. Slump Limit: 4 inches**,** plus or minus 1 inch.
5. Air Content:
   a. 5.0 percent, plus or minus 1.5 percent at point of delivery.
6. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.
7. Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 1.0 lb/cu. yd.
8. Synthetic Macro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 5.0 lb/cu. yd.

2.10 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M, and furnish batch ticket information.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

1. Daily access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

3.3 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3.4 INSTALLATION OF VAPOR RETARDER

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.

1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
2. Face laps away from exposed direction of concrete pour.
3. Lap vapor retarder over footings and grade beams not less than 6 inches, sealing vapor retarder to concrete.
4. Lap joints 6 inches and seal with manufacturer's recommended tape.
5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
7. Protect vapor retarder during placement of reinforcement and concrete.

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a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches on all sides, and sealing to vapor retarder.

3.5 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Engineer.
2. Place joints perpendicular to main reinforcement.

    a. Continue reinforcement across construction joints unless otherwise indicated.
    b. Do not continue reinforcement through sides of strip placements of floors and slabs.

3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks. Do not cut reinforcing bars.

D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface, where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints:

1. Install dowel bars and support assemblies at joints where indicated on Drawings.
2. Lubricate or asphalt coat one-half of dowel bar length to prevent concrete bonding to one side of joint.

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F. Dowel Plates: Install dowel plates at joints where indicated on Drawings.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Engineer and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.
2. Deposit concrete to avoid segregation.
3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.

    a. Do not use vibrators to transport concrete inside forms.
    b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
    c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
    d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Maintain reinforcement in position on chairs during concrete placement.
4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.

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7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

3.7 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 Surface Finish SF-3.0:

a. Patch voids larger than ¾-inch wide or ½-inch deep.
b. Remove projections larger than 1/8-inch.
c. Patch tie holes.
d. Surface Tolerance: ACI 117 Class A.

B. Rubbed Finish: Apply the following to as cast surface finishes where indicated on Drawings:

1. Smooth-Rubbed Finish:

a. Perform no later than one day after form removal.
b. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture.
c. If sufficient cement paste cannot be drawn from the concrete by the rubbing process, use a grout made from the same cementitious materials used in the in-place concrete.

C. Related Unformed Surfaces:

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Float Finish:

1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
2. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 tolerances for conventional concrete.

C. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.

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1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
2. Coordinate required final finish with Engineer before application.

3.9 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases 4 inches high unless otherwise indicated on Drawings, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated on Drawings, or unless required for seismic anchor support.
3. Minimum Compressive Strength: 4000 psi at 28 days.
4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.
6. Prior to pouring concrete, place and secure anchorage devices.

    a. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
    b. Cast anchor-bolt insert into bases.
    c. Install anchor bolts to elevations required for proper attachment to supported equipment.

7. Cast-in inserts and accessories, as shown on Drawings.
8. Screed, tamp, and trowel finish concrete surfaces.

3.10 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 and ACI 306.1 for cold weather protection during curing.
2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h, calculated in accordance with ACI 305.1, before and during finishing operations.

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B. Curing Formed Surfaces: Comply with ACI 308.1 as follows:

1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
3. If forms remain during curing period, moist cure after loosening forms.
4. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:

    a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
    b. Continuous Sprinkling: Maintain concrete surface continuously wet.
    c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
    d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
    e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.

        1) Recoat areas subject to heavy rainfall within three hours after initial application.
        2) Maintain continuity of coating and repair damage during curing period.

C. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:

1. Begin curing immediately after finishing concrete.
2. Interior Concrete Floors:

    a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:

        1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install pre-wetted absorptive cover over entire area of floor.

            a) Lap edges and ends of absorptive cover not less than 12-inches.
            b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.

        2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.

            a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
            b) Cure for not less than seven days.

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3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:

a) Water.
b) Continuous water-fog spray.

b. Floors to Receive Penetrating Liquid Floor Treatments: Contractor has option of the following:

1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install pre-wetted absorptive cover over entire area of floor.

a) Lap edges and ends of absorptive cover not less than 12 inches.
b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.

2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.

a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
b) Cure for not less than seven days.

3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:

a) Water.
b) Continuous water-fog spray.

c. Floors to Receive Curing and Sealing Compound:

1) Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller in accordance with manufacturer's written instructions.
2) Recoat areas subjected to heavy rainfall within three hours after initial application.
3) Repeat process 24 hours later, and apply a second coat. Maintain continuity of coating, and repair damage during curing period.

3.11 TOLERANCES

A. Conform to ACI 117.

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3.12 APPLICATION OF LIQUID FLOOR TREATMENTS

A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment in accordance with manufacturer's written instructions.

1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
2. Do not apply to concrete that is less than seven days' old, unless specifically recommended by the manufacturer.
3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing.
4. Rinse with water; remove excess material until surface is dry.
5. Apply a second coat in a similar manner if surface is rough or porous.

B. Sealing Coat: Uniformly apply a continuous sealing coat of curing and sealing compound to hardened concrete by power spray or roller in accordance with manufacturer's written instructions.

3.13 JOINT FILLING

A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least one month.
2. Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Install semi-rigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints.

D. Overfill joint, and trim joint filler flush with top of joint after hardening.

3.14 CONCRETE SURFACE REPAIRS

A. Defective Concrete:

1. Repair and patch defective areas when approved by Engineer.
2. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete.

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a. Limit cut depth to 3/4 inch.
b. Make edges of cuts perpendicular to concrete surface.
c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
d. Fill and compact with patching mortar before bonding agent has dried.
e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white Portland cement and standard Portland cement, so that, when dry, patching mortar matches surrounding color.

a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
b. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by Engineer.

D. Repairing Unformed Surfaces:

1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.

a. Correct low and high areas.
b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

2. Repair finished surfaces containing surface defects, including spalls, pop-outs, honeycombs, rock pockets, crazing, and cracks in excess of 0.01-inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.

a. Finish repaired areas to blend into adjacent concrete.

5. Correct other low areas scheduled to remain exposed with repair topping.

a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations.
b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

6. Repair defective areas, except random cracks and single holes 1-inch or less in diameter, by cutting out and replacing with fresh concrete.

a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.

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c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
d. Place, compact, and finish to blend with adjacent finished concrete.
e. Cure in same manner as adjacent concrete.

7. Repair random cracks and single holes 1-inch or less in diameter with patching mortar.

a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
b. Dampen cleaned concrete surfaces and apply bonding agent.
c. Place patching mortar before bonding agent has dried.
d. Compact patching mortar and finish to match adjacent concrete.
e. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

3.15 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
2. Testing agency shall immediately report to Engineer, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
3. Testing agency shall report results of tests and inspections, in writing, to Owner, within 48 hours of inspections and tests.

a. Test reports shall include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:

1) Project name.
2) Name of testing agency.
3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
4) Name of concrete manufacturer.
5) Date and time of inspection, sampling, and field testing.
6) Date and time of concrete placement.
7) Location in Work of concrete represented by samples.
8) Date and time sample was obtained.
9) Truck and batch ticket numbers.

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10) Design compressive strength at 28 days.
11) Concrete mixture designation, proportions, and materials.
12) Field test results.
13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
14) Type of fracture and compressive break strengths at seven days and 28 days.

C. Batch Tickets: For each load delivered, submit two copies of batch delivery ticket to Engineer or testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

D. Inspections:
1. Verification of use of required design mixture.
2. Concrete placement, including conveying and depositing.
3. Curing procedures and maintenance of curing temperature.
4. Verification of concrete strength before removal of shores and forms from beams and slabs.
5. Batch Plant Inspections: On a random basis, as determined by Engineer.

E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.

a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C143/C143M:

a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
b. Perform additional tests when concrete consistency appears to change.

3. Slump Flow: ASTM C1611/C1611M:

a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
b. Perform additional tests when concrete consistency appears to change.

4. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.

a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

5. Concrete Temperature: ASTM C1064/C1064M:

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a. One test hourly when air temperature is 40 degrees F and below or 80 degrees F and above, and one test for each composite sample.

6. Compression Test Specimens: ASTM C31/C31M:

a. Cast and laboratory cure one set of four 6-inch by 12-inch or 4-inch by 8-inch cylinder specimens for each composite sample.

7. Compressive-Strength Tests: ASTM C39/C39M.

a. Test one laboratory-cured cylinder from each set at seven days and two cylinders from each set of specimens at 28 days.
b. The fourth cylinder shall be used if an early test is requested. If not tested early and the 28-day strength is not met the fourth cylinder shall be tested at 56-days.
c. When 2 cylinders are tested, the compressive-strength test shall be the average compressive strength from the two specimens obtained from same composite sample and tested at age indicated.

8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi or less.
10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
11. Additional Tests:

a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Engineer.

1) Acceptance criteria for concrete strength shall be in accordance with ACI 301, section 1.6.6.3.

12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

F. Measure floor and slab flatness and levelness in accordance with ASTM E1155 within 24 hours of completion of floor finishing and promptly report test results to Engineer.

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3.16 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.
8. Protect concrete surfaces scheduled to receive surface hardener or polished concrete finish using Floor Slab Protective Covering.

END OF SECTION 033000

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SECTION 077253 - SNOW GUARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pad-type, flat-mounted metal snow guards.
2. Pad-type, flat-mounted plastic snow guards.
3. Pad-type, seam-mounted cast metal snow guards.
4. Rail-type, flat-mounted snow guards.
5. Rail-type, seam-mounted snow guards.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include roof plans showing layouts and attachment details of snow guards.

1. Include details of rail-type snow guards.

C. Samples:

1. Pad-Type Snow Guards: Full-size unit with installation hardware.

a. For units with factory-applied finishes, submit color matching the roof panels.

2. Rail-Type Snow Guards: Bracket, 12-inch-long rail, and installation hardware.

a. For units with factory-applied finishes, submit color matching the roof panels.

D. Delegated-Design Submittal: For snow guards, include analysis reports signed and sealed by the qualified professional engineer responsible for their preparation.

1. Include calculation of number and location of snow guards.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For professional engineer's experience with providing delegated design engineering services of the kind indicated, including documentation that the engineer is licensed in the State of Illinois.

B. Product Test Reports: For each type of snow guard, for tests performed by a qualified testing agency, indicating load at failure of attachment to roof system identical to roof system used on this Project.

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PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design snow guards, including attachment to roofing material and roof deck, applicable for attachment method, based on the following:

1. Roof snow load.
2. Snow drifting
3. Roof slope.
4. Roof type.
5. Roof dimensions.
6. Roofing substrate type and thickness.
7. Snow guard type.
8. Snow guard fastening method and strength.
9. Snow guard spacing.
10. Factor of Safety: 2.

B. Performance Requirements: Provide snow guards that withstand exposure to weather and resist thermally induced movement without failure, rattling, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

1. Temperature Change: 120 degrees F, ambient; 180 degrees F, material surfaces.

C. Structural Performance: Snow guards shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated.

1. Snow Loads: As indicated on Drawings/Specifications.

2.2 PAD-TYPE SNOW GUARDS

A. Pad-Type, Flat-Mounted Metal Snow Guards:

1. Material:

a. ASTM B209 aluminum sheet, not less than 0.040 inch thick.

1) Finish: High-performance organic two-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat.

a) Color: Match sheet metal roofing.

b. ASTM B26/B26M cast aluminum.
c. ASTM B584 cast bronze.
d. ASTM B370 copper sheet, not less than 16 oz./sq. ft.
e. ASTM A653/A653M metallic-coated steel sheet with G90 coating, 0.022 inch thick.

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1) Finish: High-performance organic two-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat.

a) Color: Match sheet metal roofing.

f. ASTM A792/A792M, Class AZ50 aluminum-zinc alloy-coated steel sheet, Grade 40, not less than 0.022 inch thick.

1) Finish: High-performance organic two-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat.

a) Color: Match sheet metal roofing.

2. Attachment: Manufacturer's tested system, capable of resisting design loads.

B. Pad-Type, Seam-Mounted Cast-Metal Snow Guards:

1. Material:
   a. ASTM B26/B26M cast aluminum; factory black epoxy finish.
   b. ASTM B584 cast bronze; polished finish.
   c. ASTM B584 cast brass; polished finish.

2. Attachment: Manufacturer's tested system, capable of resisting design loads.

2.3 RAIL-TYPE SNOW GUARDS

A. Rail-Type, Flat-Mounted Snow Guards:

1. Description: Units fabricated from metal baseplate anchored to fixed bracket and equipped with three bars, rails, or pipes.
2. Brackets and Baseplate: ASTM B209 aluminum; clear anodized.
3. Bars: ASTM B221 aluminum; clear anodized.

   a. Profile: Square with integral track to accept color-matching inserts of material and finish used for metal roof.

4. Seam clamps: ASTM B221 aluminum extrusion or ASTM B85/B85M aluminum casting with stainless steel set screws incorporating round nonpenetrating point; designed for use with applicable roofing system to which clamp is attached.

B. Rail-Type, Seam-Mounted Snow Guards:

1. Description: Snow guard rails fabricated from metal pipes, bars, or extrusions, anchored to brackets and equipped with three rails three rails with integral track to accept color-matching inserts of material and finish used for metal roof.
2. Brackets and Baseplates: ASTM B209 aluminum, clear.
3. Bars: ASTM B221 aluminum, clear anodized.

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a. Profile: Square with integral track to accept color-matching inserts of material and finish used for metal roof.

4. Seam clamps: ASTM B221 aluminum extrusion or ASTM B85/B85M aluminum casting with stainless steel set screws incorporating round nonpenetrating point; designed for use with applicable roofing system to which clamp is attached.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install snow guards according to manufacturer's written instructions.

1. Space rows as indicated on Shop Drawings.
2. Space rows as recommended by manufacturer.

B. Attachment for Exposed Fastened Metal Roofing:

1. Do not use fasteners that will void metal roofing finish warranty.
2. Pad-Type, Flat-Mounted Snow Guards:

a. Adhere to metal roofing according to manufacturer's instructions.
b. Mechanically fasten to metal roofing, using fasteners identical to those used to secure metal roofing to substrate.
c. Solder to copper roofing according to manufacturer's instructions.

3. Rail-Type, Flat-Mounted Snow Guards:

a. Install brackets in straight rows.
b. Mechanically fasten to metal roofing, using sealant and mechanical fasteners identical to those used to secure metal roofing to substrate.
c. Install cross members to brackets.

END OF SECTION 077253

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SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

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1.2 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Nonstaining silicone joint sealants.
3. Urethane joint sealants.
4. Immersible joint sealants.
5. Silyl-terminated polyether joint sealants.
6. Mildew-resistant joint sealants.
7. Polysulfide joint sealants.
8. Butyl joint sealants.
9. Latex joint sealants.

B. Related Requirements:

1. Section 321373 "Concrete Paving Joint Sealants" for sealing joints in paved roads, parking lots, walkways, and curbing.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each kind of joint sealant, for published tests performed by manufacturer and witnessed by a qualified testing agency.

B. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

B. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.6 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

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PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by Engineer from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Silicone, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Uses T and NT.

B. Silicone, S, P, 100/50, T, NT: Single-component, pourable, plus 100 percent and minus 50 percent movement capability traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade P, Class 100/50, Uses T and NT.

2.3 NONSTAINING SILICONE JOINT SEALANTS

A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C1248.

B. Silicone, Nonstaining, S, NS, 100/50, T, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.

C. Silicone, Nonstaining, M, NS, 50, NT: Nonstaining, multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type M, Grade NS, Class 50, Use NT.

2.4 URETHANE JOINT SEALANTS

A. Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.

B. Urethane, M, NS, 50, T, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade NS, Class 50, Uses T and NT.

C. Urethane, M, P, 50, T, NT: Multicomponent, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade P, Class 50, Uses T and NT.

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2.5 IMMERSIBLE JOINT SEALANTS

A. Immersible Joint Sealants. Suitable for immersion in liquids; ASTM C1247, Class 1; tested in deionized water unless otherwise indicated

B. Urethane, Immersible, S, NS, 35, T, NT, I: Immersible, single-component, nonsag, plus 35 percent and minus 35 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 35, Uses T, NT, and I.

C. Urethane, Immersible, S, P, 50, T, NT, I: Immersible, single-component, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade P, Class 50, Uses T, NT, and I.

2.6 SILYL-TERMINATED POLYETHER (STPE) JOINT SEALANTS

A. STPE, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, silyl-terminated polyether joint sealant; ASTM C920, Type S, Grade NS, Class 50, Uses T and NT.

2.7 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

B. STPE, Mildew Resistant, S, NS, 50, NT: Mildew-resistant, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, non-traffic-use, silyl-terminated polyether joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

2.8 POLYSULFIDE JOINT SEALANTS

A. Polysulfide, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, polysulfide joint sealant; ASTM C920, Type M, Grade P, Class 25, Uses T and NT.

2.9 BUTYL JOINT SEALANTS

A. Butyl-Rubber-Based Joint Sealants: ASTM C1311.

2.10 LATEX JOINT SEALANTS

A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C834, Type OP, Grade NF.

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2.11 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin) or Type B (bicellular material with a surface skin) and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.12 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

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2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Concrete.
    b. Masonry.
    c. Exterior insulation and finish systems.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

    a. Metal.
    b. Glass.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

    1. Do not leave gaps between ends of sealant backings.
    2. Do not stretch, twist, puncture, or tear sealant backings.
    3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

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1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C1193 unless otherwise indicated.
4. Provide flush joint profile according to Figure 8B in ASTM C1193.
5. Provide recessed joint configuration of recess depth and according to Figure 8C in ASTM C1193. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:

   a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
   b. Perform one test for each 1000 feet of joint length thereafter or one test per each floor per elevation.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.

   a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3. Inspect tested joints and report on the following:

   a. Whether sealants filled joint cavities and are free of voids.
   b. Whether sealant dimensions and configurations comply with specified requirements.
   c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.

4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints

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were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.

5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

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3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.

1. Joint Locations:
   a. Isolation and contraction joints in cast-in-place concrete slabs.
   b. Joints between different materials listed above.

2. Joint Sealant: Urethane, M, P, 50, T, NT.
3. Joint-Sealant Color: As selected by Engineer from manufacturer's full range of colors.

B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:

   a. Construction joints in cast-in-place concrete.
   b. Joints in exterior insulation and finish systems.
   c. Joints between metal panels.
   d. Joints between different materials listed above.
   e. Perimeter joints between materials listed above and frames of doors, windows, and louvers.
   f. Other joints as indicated on Drawings.

2. Joint Sealant: Silicone, nonstaining, S, NS, 50, NT.
3. Joint-Sealant Color: As selected by Engineer from manufacturer's full range of colors.

C. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.

1. Joint Locations:

a. Isolation joints in cast-in-place concrete slabs.
b. Other joints as indicated on Drawings.

2. Joint Sealant: Urethane, S, P, 50, T, NT.
3. Joint-Sealant Color: As selected by Engineer from manufacturer's full range of colors.

D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:

a. Control and expansion joints on exposed interior surfaces of exterior walls.
b. Tile control and expansion joints.
c. Vertical joints on exposed surfaces of walls.
d. Other joints as indicated on Drawings.

2. Joint Sealant: Urethane, S, NS, 25, NT.
3. Joint-Sealant Color: As selected by Engineer from manufacturer's full range of colors.

E. Joint-Sealant Application: Concealed mastics.

1. Joint Locations:

a. Aluminum thresholds.
b. Sill plates.
c. Other joints as indicated on Drawings.

2. Joint Sealant: Butyl-rubber based.
3. Joint-Sealant Color: As selected by Engineer from manufacturer's full range of colors.

END OF SECTION 079200

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SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Exterior standard steel doors and frames.

B. Related Requirements:

1. Section 087100 "Door Hardware" for door hardware for hollow-metal doors.

1.3 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or ANSI/SDI A250.8.

1.4 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, core descriptions, and finishes.

B. Shop Drawings: Include the following:

1. Elevations of each door type.
2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.

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4. Locations of reinforcement and preparations for hardware.
5. Details of each different wall opening condition.
6. Details of anchorages, joints, field splices, and connections.
7. Details of accessories.
8. Details of moldings, removable stops, and glazing.

C. Samples for Verification:

1. Finishes: For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches.

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1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow-metal doors and frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use non-vented plastic.

1. Provide additional protection to prevent damage to factory-finished units.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow-metal doors and frames vertically under cover at Project site with head up. Place on minimum 4-inch-high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 EXTERIOR STANDARD STEEL DOORS AND FRAMES

A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Heavy-Duty Doors and Frames: ANSI/SDI A250.8, Level 2; ANSI/SDI A250.4, Level B.

1. Doors:

a. Flush steel, rib-stiffened.
b. Thickness: 1-3/4 inches.
c. Face: Metallic-coated steel sheet, minimum thickness of 16-gauge, with minimum A40 coating.
d. Edge Construction: Model 1, Full Flush.
e. Edge Bevel: Provide manufacturer's standard beveled or square edges.
f. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets. Seal joints against water penetration.
g. Bottom Edges: Close bottom edges of doors where required for attachment of weather stripping with end closures or channels of same material as face sheets. Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape.

h. Core: Manufacturer's standard.

2. Frames:

a. Materials: Metallic-coated steel sheet, minimum thickness of 14-gauge, with minimum A40 coating.
b. Construction: Full profile welded.

3. Exposed Finish: Prime.

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2.2 FRAME ANCHORS

A. Jamb Anchors:

1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor.

B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.

C. Floor Anchors for Concrete Slabs with Underlayment: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at top of underlayment.

D. Material: ASTM A879/A879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A1008/A1008M or ASTM A1011/A1011M; hot-dip galvanized according to ASTM A153/A153M, Class B.

2.3 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A1011/A1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

C. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B.

D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A153/A153M.

E. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

F. Mineral-Fiber Insulation: ASTM C665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-

developed indexes of 25 and 50, respectively; passing ASTM E136 for combustion characteristics.

2.4 FABRICATION

A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.

1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
2. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.

    a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.

B. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, include cutouts, reinforcement, mortising, drilling, and tapping according to ANSI/SDI A250.6, the Door Hardware Schedule, and templates.

1. Reinforce doors and frames to receive non-templated, mortised, and surface-mounted door hardware.
2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.

2.5 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
1. Shop Primer: Manufacturer’s standard, fast-curing, lead-free, chromate-free primer complying with ANSI/SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied finish coating, despite prolonged exposure.

B. Finish Coat:

1. Field Applied: Sherwin-Williams, or equal, door finish matching RRWRD’s standard.

PART 3 - EXECUTION

3.1 PREPARATION

A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.

B. Drill and tap doors and frames to receive non-templated, mortised, and surface-mounted door hardware.

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3.2 INSTALLATION

A. Install hollow-metal doors and frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions.

B. Hollow-Metal Frames: Comply with ANSI/SDI A250.11.

1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.

a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
b. Install frames with removable stops located on secure side of opening.

2. Floor Anchors: Secure with post-installed expansion anchors.

a. Floor anchors may be set with power-actuated fasteners instead of post-installed expansion anchors if so indicated and approved on Shop Drawings.

3. Solidly pack mineral-fiber insulation inside frames.
4. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:

a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.

C. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.

1. Non-Fire-Rated Steel Doors: Comply with ANSI/SDI A250.8.

3.3 REPAIR

A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

END OF SECTION 081113

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SECTION 083323 - OVERHEAD COILING DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Service doors.

B. Related Requirements:

1. Section 055000 "Metal Fabrications" for miscellaneous steel supports, door-opening framing, corner guards, and bollards.
2. Section 099113 "Exterior Painting" for finish painting of factory-primed doors.

1.3 ACTION SUBMITTALS

A. Product Data: For each type and size of overhead coiling door and accessory.

1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished accessories.

B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.

1. Include plans, elevations, sections, and mounting details.
2. Include details of equipment assemblies, and indicate dimensions, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
4. For exterior components, include details of provisions for assembly expansion and contraction and for excluding and draining moisture to the exterior.
5. Include diagrams for power, signal, and control wiring.

C. Samples for Initial Selection: Manufacturer's finish charts showing full range of colors and textures available for units with factory-applied finishes.

1. Include similar Samples of accessories involving color selection.

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2. Color shall be similar to RAL #8011 brown.

D. Samples for Verification: For each type of exposed finish on the following components, in manufacturer's standard sizes:

1. Curtain slats.
2. Bottom bar with sensor edge.
3. Guides.
4. Brackets.
5. Hood.
6. Locking device(s).
7. Include similar Samples of accessories involving color selection.

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1.4 CLOSEOUT SUBMITTALS

A. Special warranty.

B. Maintenance Data: For overhead coiling doors to include in maintenance manuals.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

1.6 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of doors that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain overhead coiling doors from single source from single manufacturer.

1. Obtain operators and controls from overhead coiling-door manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Structural Performance, Exterior Doors: Capable of withstanding the following design wind loads:

1. Design Wind Load: Uniform pressure of 20 lbf/sq. ft., acting inward and outward.
2. Testing: According to ASTM E330/E330M or DASMA 108 for garage doors and complying with acceptance criteria of DASMA 108.
3. Deflection Limits: Design overhead coiling doors to withstand design wind load without evidencing permanent deformation or disengagement of door components.

B. Seismic Performance: Overhead coiling doors shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. Component Importance Factor: 1.0.

2.3 DOOR ASSEMBLY

A. Service Door: Overhead coiling door formed with curtain of interlocking metal slats.

B. Acceptable manufacturers, one of the following or equal:

1. The Cookson Company, Inc., Phoenix, AZ.

2. Overhead Door Corporation, Lewisville, TN.

3. Wayne Dalton Corporation, Mt Hope, OH.

C. Operation Cycles: Door components and operators capable of operating for not less than 20,000 cycles. One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.

D. Air Infiltration: Maximum rate of 1.0 cfm/sq. ft. at 25 mph when tested according to ASTM E283.

E. Door Curtain Material: Galvanized steel.

F. Door Curtain Slats: Flat profile slats of 1-7/8-inch to 3-inch center-to-center height.

G. Bottom Bar: Two angles, each not less than 1-1/2 by 1-1/2 by 1/8 inch thick; fabricated from hot-dip galvanized steel and finished to match door.

H. Curtain Jamb Guides: Galvanized steel with exposed finish matching curtain slats.

I. Hood: Galvanized steel, located inside the building.

1. Shape: Round.

J. Locking Devices: Not required.

K. Electric Door Operator:

1. Usage Classification: Standard duty, up to 25 cycles per hour and up to 90 cycles per day.
2. Operator Location: As indicated on Drawings.

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3. Safety: Listed according to UL 325 by a qualified testing agency for commercial or industrial use; moving parts of operator enclosed or guarded if exposed and mounted at 8 ft. or lower.
4. Motor Electrical Characteristics:

    a. Horsepower: 1-1/2 hp minimum, larger as needed per door manufacturer.
    b. Voltage: 120 V ac, one phase, 60 Hz.
    c. NEMA Type 1 interior enclosures.

5. Emergency Manual Operation: Chain type.
6. Obstruction-Detection Device: Automatic pneumatic sensor edge on bottom bar with SJO coil cord.

    a. Sensor Edge Bulb Color: Black.

7. Control Station(s): Interior mounted.

L. Curtain Accessories: Equip door with weather-seals.

M. Door Finish:
1. Baked-Enamel or Powder-Coated Finish: Color shall be RAL#8011 or manufacturer's standard similar brown color.
2. Interior Curtain-Slat Facing: White.

2.4 MATERIALS, GENERAL

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.5 DOOR CURTAIN MATERIALS AND CONSTRUCTION

A. Door Curtains: Fabricate overhead coiling-door curtain of interlocking metal slats, designed to withstand wind loading indicated, in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:

1. Steel Door Curtain Slats: Zinc-coated (galvanized), cold-rolled structural-steel sheet; complying with ASTM A653/A653M, with G90 zinc coating; nominal sheet thickness (coated) of 0.028 inch; and as required.
2. Metal Interior Curtain-Slat Facing: Match metal of exterior curtain-slat face, with minimum steel thickness of 0.010 inch.

B. Curtain Jamb Guides: Manufacturer's standard angles or channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent over-travel of curtain.

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2.6 HOODS

A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.

1. Galvanized Steel: Nominal 0.028-inch-thick, hot-dip galvanized-steel sheet with G90 zinc coating, complying with ASTM A653/A653M.

2.7 CURTAIN ACCESSORIES

A. Weatherseals for Exterior Doors: Equip each exterior door with weather-stripping gaskets fitted to entire exterior perimeter of door for a weather-resistant installation unless otherwise indicated.

1. At door head, use 1/8-inch-thick, replaceable, continuous-sheet baffle secured to inside of hood or field-installed on the header.
2. At door jambs, use replaceable, adjustable, continuous, flexible, 1/8-inch-thick seals of flexible vinyl, rubber, or neoprene.

2.8 COUNTERBALANCE MECHANISM

A. General: Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.

B. Counterbalance Barrel: Fabricate spring barrel of manufacturer's standard hot-formed, structural-quality, seamless carbon-steel pipe, of sufficient diameter and wall thickness to support rolled-up curtain without distortion of slats and to limit barrel deflection to not more than 0.03 in./ft. of span under full load.

C. Counterbalance Spring: One or more oil-tempered, heat-treated steel helical torsion springs. Size springs to counterbalance weight of curtain, with uniform adjustment accessible from outside barrel. Secure ends of springs to barrel and shaft with cast-steel barrel plugs.

D. Torsion Rod for Counterbalance Shaft: Fabricate of manufacturer's standard cold-rolled steel, sized to hold fixed spring ends and carry torsional load.

E. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

2.9 ELECTRIC DOOR OPERATORS

A. General: Electric door operator assembly of size and capacity recommended and provided by door manufacturer for door and operation-cycles requirement specified, with electric motor and factory-prewired motor controls, starter, gear-reduction unit, solenoid-operated brake, clutch,

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control stations, control devices, integral gearing for locking door, and accessories required for proper operation.

1. Comply with NFPA 70.
2. Control equipment complying with NEMA ICS 1, NEMA ICS 2, and NEMA ICS 6, with NFPA 70 Class 2 control circuit, maximum 24-V ac or dc.

B. Usage Classification: Electric operator and components capable of operating for not less than number of cycles per hour indicated for each door.

C. Door Operator Location(s): Operator location indicated for each door.
1. Front-of-Hood Mounted: Operator is mounted to the right or left door head plate with the operator on coil side of the door-hood assembly and connected to the door drive shaft with drive chain and sprockets. Front clearance is required for this type of mounting.
2. Wall Mounted: Operator is mounted to the inside front wall on the left or right side of door and connected to door drive shaft with drive chain and sprockets. Side room is required for this type of mounting. Wall-mounted operator can also be mounted below shaft.

D. Motors: Reversible-type motor for motor exposure indicated for each door assembly.

1. Electrical Characteristics: Minimum as indicated for each door assembly. If not indicated, large enough to start, accelerate, and operate door in either direction from any position, at a speed not less than 8 in./sec. and not more than 12 in./sec., without exceeding nameplate ratings or service factor.
2. Operating Controls, Controllers, Disconnect Switches, Wiring Devices, and Wiring: Manufacturer's standard unless otherwise indicated.
3. Coordinate wiring requirements and electrical characteristics of motors and other electrical devices with building electrical system and each location where installed.

E. Limit Switches: Equip each motorized door with adjustable switches interlocked with motor controls and set to automatically stop door at fully opened and fully closed positions.

F. Obstruction-Detection Devices: External entrapment protection consisting of indicated automatic safety sensor capable of protecting full width of door opening. For non-fire-rated doors, activation of device immediately stops and reverses downward door travel.

1. Electric Sensor Edge: Automatic safety sensor edge, located within astragal or weather stripping mounted to bottom bar. Contact with sensor activates device. Connect to control circuit using manufacturer's standard take-up reel or self-coiling cable.

    a. Self-Monitoring Type: Four-wire-configured device designed to interface with door operator control circuit to detect damage to or disconnection of sensor edge.

2. Pneumatic Sensor Edge: Automatic safety sensor edge, located within astragal or weather stripping mounted to bottom bar. Contact with sensor activates device.

G. Control Station: Three-button control station in fixed location with momentary-contact push-button controls labeled "Open" and "Stop" and sustained- or constant-pressure push-button control labeled "Close."

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1. Interior-Mounted Units: Full-guarded, surface-mounted, heavy-duty type, with general-purpose NEMA ICS 6, Type 1 enclosure.

H. Emergency Manual Operation: Equip each electrically powered door with capability for emergency manual operation. Design manual mechanism so required force for door operation does not exceed 30 lbf.

I. Emergency Operation Disconnect Device: Equip operator with hand-operated disconnect mechanism for automatically engaging manual operator and releasing brake for emergency manual operation while disconnecting motor without affecting timing of limit switch. Mount mechanism so it is accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.

J. Motor Removal: Design operator so motor may be removed without disturbing limit-switch adjustment and without affecting emergency manual operation.

2.10 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM/NOMMA 500 for recommendations for applying and designating finishes.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.11 STEEL AND GALVANIZED-STEEL FINISHES

A. Baked-Enamel or Powder-Coat Finish: Manufacturer's standard baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer's written instructions for cleaning, pretreatment, application, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates areas and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.

B. Examine locations of electrical connections.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified. Attach per building design document locations.

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B. Accessibility: Install overhead coiling doors, switches, and controls along accessible routes in compliance with the accessibility standard.

C. Power-Operated Doors: Install automatic garage doors openers according to UL 325.

3.3 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

1. Complete installation and startup checks according to manufacturer's written instructions.
2. After electrical circuitry has been energized, operate doors to confirm proper motor rotation and door performance.
3. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.
4. Test door release and manual operation of door. Reset closing mechanism after successful test of the system.

B. Repair or remove and replace installations where factory representative inspections indicate that they do not comply with specified requirements.

C. Re-inspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.

3.4 ADJUSTING

A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.

1. Adjust exterior doors and components to be weather resistant.

B. Lubricate bearings and sliding parts as recommended by manufacturer.

C. Adjust seals to provide tight fit around entire perimeter.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.

END OF SECTION 083323

Not to be used for bidding purposes

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Mechanical door hardware for the following:

a. Swinging doors.

2. Cylinders for door hardware.

B. Related Requirements:
1. Section 081113 "Hollow Metal Doors and Frames".
2. Section 083323 "Overhead Coiling Doors" for door hardware provided as part of overhead coiling door assemblies.

1.3 COORDINATION

A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

B. Security: Coordinate installation of door hardware, keying, and access control with Owner's keying consultant.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Samples: For each exposed product in each finish specified, in manufacturer's standard size.

C. Door Hardware Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant. Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

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1. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
2. Content: Include the following information:

    a. Identification number, location, hand, fire rating, size, and material of each door and frame.
    b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
    c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
    d. Description of electrified door hardware sequences of operation and interfaces with other building control systems.
    e. Fastenings and other installation information.
    f. Explanation of abbreviations, symbols, and designations contained in door hardware schedule.
    g. Mounting locations for door hardware.
    h. List of related door devices specified in other Sections for each door and frame.

D. Keying Schedule: Coordinate with Owner and their keying consultant, M. Spinello.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Field quality-control reports.

C. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of door hardware to include in maintenance manuals.

B. Schedules: Final door hardware schedule.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.

Not to be used for bidding purposes

B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

D. Deliver key blanks and permanent cores to Owner's keying consultant.

1.9 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including excessive deflection, cracking, or breakage.
b. Faulty operation of doors and door hardware.
c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.

2. Warranty Period: Two years from date of Substantial Completion unless otherwise indicated below:
a. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain each type of door hardware from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

2.3 HINGES

A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.

B. Stainless steel hinges with minimum of 5 knuckles per hinge and non-removable pins.

C. Hinge height at least 4-1/2 inches each with minimum of 3 hinges per door.

D. Ball bearings concealed with interior self-lubricating bushings.

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E. Fasteners: Phillips flat head screws; machine screws (drilled and tapped holes) for metal doors. Finish screw heads to match surface of hinges. All fasteners of stainless steel materials.

2.4 ENTRANCE LEVERSET, LOCKS AND LATCHES

A. Lockset Manufacturers:
   1. Marks 95 Survivor Series, 195RAB/26D-F12, heavy duty Grade 1, dull chrome finish.
   2. Corbin Russwin equivalent to above.

B. Lock Backset: 2-3/4 inches thru-bolt spacing, unless otherwise indicated.

C. Strikes: Provide manufacturer's standard strike for each lock bolt or latch-bolt and with strike box and curved lip extended to protect frame; finished to match lock or latch.

D. Bored Locks: BHMA A156.2; Grade 1.

2.5 LOCK CYLINDERS

A. Lock Cylinders:
   1. Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.
   2. High-Security Lock Cylinders: BHMA A156.30; Grade 1, interchangeable cores equivalent to Corbin Russwin 6-pin; face finished to match lockset.

2.6 KEYING

A. Keying System: Provide blank lock cylinders and 1 key for each handset, to be keyed by the Owner.

B. Keys: Nickel silver or Brass.

2.7 OPERATING TRIM

A. Operating Trim: BHMA A156.6; stainless steel, unless otherwise indicated.

2.8 CLOSERS

A. Closers: Heavy duty parallel arm closers to resist damage from high speed wind, with positive stop and hold feature. Closers shall have adjustable closing power for use on various size doors and to allow adjustment of closing speed; opening force shall initially be set at 8 pound operating effort.
   1. Sargent 351 PSH Series aluminum closer.

2.9 DOOR GASKETING

A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.

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2.10 THRESHOLDS

A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.

B. Fabricated from aluminum with DHMA Grade 1 auxiliary hardware.

C. Set threshold in full bed of sealant.

2.11 EXIT DEVICE/PANIC BARS

A. Corbin Russwin ED5200-630-W036 or equal model to fit door size.

B. Equivalent product matching the quality and features of above.

2.12 FINISHES

A. Provide finishes complying with BHMA A156.18 as indicated.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Minor variations in appearance of abutting or adjacent pieces are acceptable. Noticeable variations in the same piece are not acceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Steel Doors and Frames: For surface-applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

3.3 INSTALLATION

A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: ANSI/SDI A250.8.

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B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.

1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
1. Furnish permanent cores to Owner for installation.

E. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."

F. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.

G. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.

1. Do not notch perimeter gasketing to install other surface-applied hardware.

H. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

I. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.4 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
2. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 70 degrees and so that closing time complies with accessibility requirements of authorities having jurisdiction.

3.5 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.

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B. Clean operating items as necessary to restore proper function and finish.

C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

END OF SECTION 087100

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SECTION 133418 – PRE-ENGINEERED POST FRAME BUILDING SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

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1.2 SUMMARY

A. Section Includes designing, providing, and installing a pre-engineered post frame building system with the following general features.

1. Wood framing.
2. Clear span roof trusses.
3. Metal roof panels.
4. Metal wall panels.
5. Metal soffit and fascia panels.
6. Personnel doors and frames.
7. Overhead coiling doors.
8. Windows
9. Accessories.

B. Pre-engineered buildings shall have sufficient strength and ductility to resist the loads and seismic forces specified herein. The building shall meet all design, proportioning, detailing, inspection, and quality assurance provisions of this section and of the City of Rockford building code requirements.

C. Related Requirements:

1. Section 033000 Cast-In-Place Concrete.

2. Section 077253 "Snow Guards" for prefabricated devices designed to hold snow on the roof surface.
3. Section 081113 “Hollow Metal Doors and Frames” for man doors.
4. Section 083323 "Overhead Coiling Doors" for coiling vehicular doors in the building systems.
5. Truss Plate Institute (TPI)
6. American Society for Testing and Materials (ASTM):
    a. ASTM A653 – Standard Specification for Steel Sheet, Zinc-coated (Galvanized) by the Hot-Dip Method.
    b. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
    c. ASTM E96 – Standard Test Methods for Water Vapor Transmission of Materials.

1.3 DEFINITIONS

A. Terminology Standard: See IBC 2015 with local amendments for additional building design requirements. Definitions of terms for pre-engineered building system construction per industry standard or in standards referenced by this Section.

1.4 COORDINATION

A. Coordinate sizes and locations of concrete foundations and anchor-rod installation into existing foundation walls and footings. Anchor rod installation, concrete, reinforcement, and formwork requirements are specified in Section 033000 "Cast-in-Place Concrete." The top of existing foundation wall elevation varies by approximately 0.1 feet over the 400’ length; Contractor shall level the top of wall as necessary to accommodate their building design and installation.

B. Coordinate metal panel assemblies with rain drainage work, flashing, trim, and construction of supports and other adjoining work to provide a leak-proof, secure, and noncorrosive installation.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of metal building system component.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:

a. Metal roof panels.
b. Metal wall panels.
c. Metal soffit and fascia panels.
d. Vapor-retarder facings.
e. Framing for personnel doors and frames.
f. Framing and supports for coiling overhead doors.
g. Windows.
h. Roof ventilators.
i. Louvers.

B. Shop Drawings: Indicate components by others. Include full building plan, elevations, sections, details and the following:

1. Structural-Framing Drawings: Show complete fabrication of primary and secondary framing; include provisions for openings. Indicate connections, distinguishing between shop and field applications. Include transverse cross-sections.

2. Metal Roof and Wall Panel Layout Drawings: Show layouts of panels including methods of support. Include details of edge conditions, joints, panel profiles, corners, anchorages, clip spacing, trim, flashings, closures, and special details. Distinguish between factory- and field-assembled work; show locations of exposed fasteners.
a. Show wall-mounted items including personnel doors, vehicular doors, windows, louvers, and lighting fixtures.

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3. Accessory Drawings: Include details of the following items, at a scale of not less than 1-1/2 inches per 12 inches (1:8).

    a. Flashing and trim.
    b. Gutters.
    c. Downspouts.

C. Samples for Initial Selection: For units with factory-applied finishes.

D. Samples for Verification: For the following products:

1. Panels: Nominal 12 inches long by actual panel width. Include fasteners, closures, and other exposed panel accessories.
2. Flashing and Trim: Nominal 12 inches long. Include fasteners and other exposed accessories.
3. Vapor-Retarder Facings: Nominal 6-inch- square Samples.
4. Windows: Full-size, nominal 12-inch- long frame Samples showing typical profile.
5. Accessories: Nominal 12-inch- long Samples for each type of accessory.

E. Door Schedule: For doors and frames. Use same designations indicated on Drawings. Include details of reinforcement.

1. Door Hardware Schedule: Include details of fabrication and assembly of door hardware. Organize schedule into door hardware sets indicating complete designations of every item required for each door or opening.
2. Keying: Owner shall provide final keying for locks.

F. Delegated-Design Submittal: For metal building systems.

1. Include analysis data indicating compliance with performance requirements and design data signed and sealed by the qualified professional engineer responsible for their preparation.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For erector and manufacturer.

B. Letter of Design Certification: Signed and sealed by a qualified professional engineer. Include the following:

1. Name and location of Project.
2. Order number.
3. Name of manufacturer.
4. Name of Contractor.
5. Building dimensions including width, length, height, and roof slope. If top of foundation wall variation of 0.1’ over the 400’ total length is not adequate, indicate means of leveling the top of wall along with materials to be used.
6. Indicate compliance with AISC standards for hot-rolled steel and AISI standards for cold-rolled steel, including edition dates of each standard.
7. Governing building code and year of edition.

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8. Design Loads: Include dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration, and auxiliary loads.
9. Load Combinations: Indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code.
10. Building-Use Category: Indicate category of building use and its effect on load importance factors.

C. Erector Certificates: For qualified erector, from manufacturer.

D. Material Test Reports: For each of the following products:

1. Framing materials physical properties.

E. Source quality-control reports.

F. Sample Warranties: For special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panel finishes to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer.

1. Engineering Responsibility: Preparation of comprehensive engineering analysis and Shop Drawings by a professional engineer who is legally qualified to practice in the State of Illinois.

B. Erector Qualifications: An experienced erector who specializes in erecting and installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, sheets, panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.

B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack metal panels horizontally on platforms or pallets, covered with suitable weather-tight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

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1.10 FIELD CONDITIONS

A. Weather Limitations: Proceed with panel installation only when weather conditions permit metal panels to be installed according to manufacturers' written instructions and warranty requirements.

1.11 WARRANTY

A. Special Warranty on Metal Panel Finishes: Manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Hunter units when tested according to ASTM D2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 25 years from date of Substantial Completion.

B. Special Warranty on Columns: Manufacturer agrees to repair or replace wood columns that begin to rot or decay within the specified warranty period.

1. Warranty Period 50 years from date of Substantial Completion.

C. Special Warranty on Workmanship: Manufacturer agrees to repair or replace any components of the building system that fail, loosen, dislodge, or deform as a result of poor workmanship or improper material selection/design within the specified warranty period.

1. Warranty Period 2 years from date of Substantial Completion.

D. Special Weather-tightness Warranty for Metal Roof Panels: Manufacturer agrees to repair or replace metal roof panel assemblies that leak or otherwise fail to remain weather-tight within specified warranty period.

1. Warranty Period: 5 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Cleary Building Corporation, Verona, WI.

B. Morton Buildings Inc., Morton, IL

C. Source Limitations: Obtain building system components, including primary and secondary framing and metal panel assemblies, from single source from single manufacturer including design of structure and materials.

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2.2 SYSTEM DESCRIPTION

A. Provide a complete, integrated set of mutually dependent components and assemblies that form a building system capable of withstanding structural and other loads, thermally induced movement, and exposure to weather without failure or infiltration of water into building interior.

B. Dimensions:

1. Width: 102 feet 0 inches, outside to outside of primary or secondary wall framing.

2. Length: 102 feet 0 inches, outside to outside of primary or secondary wall framing.

3. Height: 16 feet 8 inches, minimum clearance required from top of foundation wall to underside of truss.

4. Roof Slope: 3:12 (units of rise per 12 units of run).

C. Primary-Frame Type:

1. Truss-Frame Clear Span: Truss-member, structural-framing system without interior columns, affixed to an existing concrete foundation wall.

D. End-Wall Framing: Manufacturer's standard, for buildings not required to be expandable, consisting of load-bearing end-wall and corner columns and rafters. End walls designed to support additional loads from coiling overhead doors.

E. Secondary-Frame Type: Manufacturer's standard purlins and joists and exterior-framed (bypass) girts.

F. Eave Height: 17 feet 8 inches or nearest Manufacturer's standard height as indicated by nominal height on Drawings capable of accommodating coiling door with 14’ clear height.

G. Bay Spacing: As determined by manufacturer, but not exceeding 8 feet.

H. Roof System: Manufacturer's standard exposed-fastener, tapered-rib, metal roof panels.

1. Liner Panels: None.

I. Exterior Wall System: Manufacturer's standard exposed-fastener, tapered-rib, metal wall panels.

1. Liner Panels: None.

2.3 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design building system.

B. Structural Performance: Post frame building systems shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to

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procedures in International Building Code and in American Forest And Paper Association's National Design Specification For Wood Construction (NDS).

1. Design Loads: Per IBC 2015, including City of Rockford ordinances, with the most stringent applying.
2. Deflection and Drift Limits: No greater than the following:

    a. Purlins and Rafters: Vertical deflection of 1/150 of the span.
    b. Girts: Horizontal deflection of 1/120 of the span.
    c. Metal Roof Panels: Vertical deflection of 1/180 of the span.
    d. Metal Wall Panels: Horizontal deflection of 1/180 of the span.
    e. Design secondary-framing system to accommodate deflection of primary framing and construction tolerances, and to maintain clearances at openings.
    f. Lateral Drift: Maximum of 1/100 of the building height.

C. Seismic Performance: Building system shall withstand the effects of earthquake motions determined according to seismic category B per ASCE/SEI 7.

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change: 120 degrees F, ambient; 180 degrees F, material surfaces.

E. Structural Performance for Metal Roof and Wall Panels: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:

1. Wind Loads: As indicated.

F. Air Infiltration for Metal Roof Panels: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E1680 or ASTM E283 at the following test-pressure difference:

1. Test-Pressure Difference: 1.57 lbf/sq. ft.

G. Air Infiltration for Metal Wall Panels: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E283 at the following test-pressure difference:

1. Test-Pressure Difference: 1.57 lbf/sq. ft.

H. Water Penetration for Metal Roof Panels: No water penetration when tested according to ASTM E1646 or ASTM E331 at the following test-pressure difference:

1. Test-Pressure Difference: 2.86 lbf/sq. ft.

I. Water Penetration for Metal Wall Panels: No water penetration when tested according to ASTM E331 at the following test-pressure difference:

1. Test-Pressure Difference: 2.86 lbf/sq. ft.

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2.4 STRUCTURAL FRAMING

A. Footings:
1. Foundation cast-in-place reinforced concrete 12” wide frost wall with 100’ x 100’ inside by 102’ x 102’ outside dimensions on 114’ x 114’ buried slab.

B. Primary Framing: Manufacturer's standard primary-framing system, designed to withstand required loads and specified requirements. Primary framing includes transverse and lean-to frames; rafters, rake, and canopy beams; sidewall, intermediate, end-wall, and corner columns; and wind bracing.

1. Columns: Outer plies of columns with a total length of 24’ or less shall be un-spliced. Columns shall be 3 or more plies of 2x6 or 2x8 dimension lumber as required by structural design

a. Treated Lumber:
1) Lumber: No. 1 or Better Southern Yellow Pine or other species as selected by building manufacturer to conform to their design’s properties and strength requirements, pressure treated with Chromated Copper Arsenate, Type III, to a retention of 0.6 pcf. and kiln dried after treating to 19 percent maximum moisture content.
2) Fabrication: Laminate individual pieces using nails per manufacturer's engineered nailing pattern. Fasteners shall be rated by the manufacturer for use in treated lumber.
3) Grade and size shall be selected to support imposed loads within deflection limits.

b. Untreated Lumber:
1) Lumber: No. 1 or Better Southern Yellow Pine or other species as selected by building manufacturer to conform to their design’s properties and strength requirements, kiln dried to 19 percent maximum moisture content.
2) Fabrication: Laminate individual pieces using nails per manufacturer's engineered nailing pattern.
3) Grade and size shall be selected to support imposed loads within deflection limits.

2. Trusses: Comply with "Structural Design" and "Quality Assurance" requirements as specified herein.
a. Comply with most recent addition of TPI "Design Specification for Metal Plate Connected Wood Trusses" and "Quality Standard for Metal Plate Connected Wood Trusses.”
b. Manufacturer shall have a third party inspection program to verify compliance with requirements of TPI.

3. Truss-Frame, Clear-Span Frames: Rafter frames fabricated from number 1 or better southern yellow pine lumber with galvanized steel truss plate connectors.

C. Secondary Framing: Manufacturer's standard secondary framing, including purlins, girts, eave struts, flange bracing, base members, gable angles, clips, headers, jambs, and other miscellaneous structural members. Retain depths in "Depth" Subparagraph below if manufacturer does not determine depths. Insert manufacturer's proprietary size if required.

1. Purlins and Girts:

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a. Lumber: No. 2 or Better dimension lumber kiln dried to 19 percent maximum moisture content.
b. Configuration: 2x4 or 2x6, as required by "Structural Design" requirements specified herein.
1) Girts: Size, grade, and spacing to meet wind and deflection criterion.
a) Face mounted to exterior side of column.
2) Purlins: Size grade and spacing to meet wind and deflection criterion.
a) Mounted above the trusses, with 1' minimum overlap to provide tensile continuity. Nail fastened to trusses with 40d or 60d nails per "Structural Design".
c. Spacing: As required by "Structural Design" requirements specified herein.

2. Splash Plank (bottom girt):

a. Lumber: minimum 2x8 No. 1 or Better Southern Yellow Pine or other species as selected by building manufacturer to conform to their design's properties and strength requirements, preservative treated. Milled S4S.

3. Bracing, Wall, and Lateral Truss Type:
a. Lumber: No. 2 or Better dimension lumber.
b. Configuration: 2x4 minimum as required by "Structural Design" requirements specified herein.

D. Anchor Rods: Galvanized anchor rods epoxied into concrete, as indicated for attachment of metal brackets to connect the wood columns to the concrete foundation.

E. Materials:
1. Plate and Bar: ASTM A36/A36M; ASTM A572/A572M, Grade 50; or ASTM A529/A529M, Grade 50.
2. Structural-Steel Sheet: Hot-rolled, ASTM A1011/A1011M, Structural Steel (SS), Grades 30 through 55, or High-Strength Low-Alloy Steel (HSLAS) or High-Strength Low-Alloy Steel with Improved Formability (HSLAS-F), Grades 45 through 70; or cold-rolled, ASTM A1008/A1008M, Structural Steel (SS), Grades 25 through 80, or HSLAS, Grades 45 through 70.
3. Metallic-Coated Steel Sheet Pre-painted with Coil Coating: Steel sheet, metallic coated by the hot-dip process and pre-painted by the coil-coating process to comply with ASTM A755/A755M.

a. Zinc-Coated (Galvanized) Steel Sheet: ASTM A653/A653M, SS, Grade 80, with G90 coating designation.
b. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A792/A792M, SS, Grade 80; with Class AZ50 coating.

4. Non-High-Strength Bolts, Nuts, and Washers: ASTM A307, Grade A, carbon-steel, hex-head bolts; ASTM A563 carbon-steel hex nuts; and ASTM F844 plain (flat) steel washers.

a. Finish: Hot-dip zinc coating, ASTM F2329, Class C.

5. High-Strength Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325, Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers.

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a. Finish: Hot-dip zinc coating, ASTM F2329, Class C.

6. Threaded Rods: ASTM A193/A193M.

a. Nuts: ASTM A563 heavy-hex carbon steel.
b. Washers: ASTM A36/A36M carbon steel.
c. Finish: Hot-dip zinc coating, ASTM F2329, Class C.

2.5 METAL ROOF PANELS

A. Exposed Fastener, Tapered-Rib, Metal Roof Panels: Formed with raised, major ribs and minor intermediate ribs between major ribs; designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps.

1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 29-gauge (minimum) nominal uncoated steel thickness. Pre-painted by the coil-coating process to comply with ASTM A755/A755M.

a. Exterior Finish: Two-coat fluoropolymer.
b. Color: As selected by Engineer from manufacturer's full range.

2. Major-Rib Spacing: 9 inches on-center.
3. Panel Coverage: Manufacturer’s standard, with minimum of 36 inches.
4. Panel Height: 0.75 inch.
5. Fasteners: Color coated No. 9 piercing screws with ¼ inch hex head pre-assembled to washers.

B. Finishes:

1. Exposed Coil-Coated Finish:

a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

2.6 METAL WALL PANELS

A. Exposed-Fastener, Tapered-Rib, Metal Wall Panels: Formed with raised, trapezoidal major ribs and flat pan between major ribs; designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps.

1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 29-gauge (minimum) nominal uncoated steel thickness. Pre-painted by the coil-coating process to comply with ASTM A755/A755M.

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a. Exterior Finish: Two-coat fluoropolymer.
b. Color: As selected by Engineer from manufacturer's full range.

2. Major-Rib Spacing: 9 inches on-center.
3. Panel Coverage: Manufacturer’s standard, with minimum of 36 inches.
4. Panel Height: 0.75 inch.
5. Fasteners: Color coated No. 9 piercing screws with ¼ inch hex head pre-assembled to washers.

B. Finishes:

1. Exposed Coil-Coated Finish:

a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

2.7 METAL SOFFIT PANELS

A. General: Provide factory-formed metal soffit panels designed to be installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weather-tight installation.

B. Soffit panels shall be ventilated to provide air movement below the roof panels, along with the ridge vent.

C. Metal Soffit Panels: Match profile and material of metal roof panels.

1. Finish: Match finish and color of metal roof panels.

2. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 29-gauge (minimum) nominal uncoated steel thickness. Pre-painted by the coil-coating process to comply with ASTM A755/A755M.

a. Exterior Finish: Two-coat fluoropolymer.
b. Color: As selected by Engineer from manufacturer's full range.

3. Major-Rib Spacing: 9 inches on-center.
4. Panel Coverage: 36 inches.
5. Panel Height: 0.75 inch.

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2.8 PERSONNEL DOORS AND FRAMES

A. Personnel Doors and Frames: As specified in Section 081113 "Hollow Metal Doors and Frames."

B. Provide all framing and supports as required to accommodate the Personnel Doors and Frames.

2.9 COILING OVERHEAD DOORS

A. Overhead coiling doors: As specified in Section 083323 “Overhead Coiling Doors”.

B. Provide all framing and supports as required to accommodate the Overhead Coiling Doors.

2.10 WINDOWS

A. Aluminum Windows: Metal building system manufacturer's standard, with self-flashing mounting fins, and as follows:

1. Type, Performance Class, and Performance Grade: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 and as follows:
   a. Fixed Units: FW-C30.

2. Aluminum Extrusions: ASTM B221, alloy and temper recommended by manufacturer for strength, corrosion resistance, and application of required finish, but not less than 0.064-inch thickness at any location for main frame and sash members.
3. Fasteners, Anchors, and Clips: Non-magnetic stainless steel, aluminum, or other non-corrosive material, compatible with aluminum window members, trim, hardware, anchors, and other components of window units. Fasteners shall not be exposed, except for attaching hardware.

   a. Reinforcement: Where fasteners screw-anchor into aluminum less than 0.128-inch thick, reinforce interior with aluminum or non-magnetic stainless steel to receive screw threads, or provide standard, non-corrosive, pressed-in, spline grommet nuts.

B. Glazing:

1. Float Glass: ASTM C1036, Type I, Quality-Q3, Class I (clear), 3 mm thick.

2. Glazing Stops: Screw-applied or snap-on glazing stops coordinated with glazing system indicated. Match material and finish of window frames.
3. Factory-Glazed Fabrication: Glaze window units in the factory to greatest extent possible and practical for applications indicated.

C. Finish:
1. Baked-Enamel Finish, Organic Coating: Thermosetting, modified-acrylic enamel primer/topcoat system complying with AAMA 2603 except with a minimum dry film thickness of 0.7 mil, medium gloss.

   a. Color: As indicated by manufacturer's designations, bronze.

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2.11 ACCESSORIES

A. General: Provide accessories as standard with metal building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.

1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.

B. Snow Guards: Provide snow guards on the building roof system per the requirements of Section 07 72 53 SNOW GUARDS.

C. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fascia, corner units, full length ridge vent, ridge closures, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same material as metal roof panels.
2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
3. Closure Strips: Closed-cell, expanded, cellular, rubber or cross-linked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or pre-molded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weather-tight construction.

D. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly including copings, fasciae, mullions, sills, corner units, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal wall panels unless otherwise indicated.

1. Closures: Provide closures at eaves and rakes, fabricated of same material as metal wall panels.
2. Backing Plates: Provide metal backing plates as needed at panel end splices, fabricated from material recommended by manufacturer.
3. Closure Strips: Closed-cell, expanded, cellular, rubber or cross-linked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or pre-molded to match metal wall panel profile. Provide closure strips where indicated or necessary to ensure weather-tight construction.

E. Flashing and Trim: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch nominal uncoated steel thickness, pre-painted with coil coating; finished to match adjacent metal panels.

1. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fascia, and fillers.

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2. Opening Trim: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.030-inch nominal uncoated steel thickness, pre-painted with coil coating. Trim head and jamb of door openings, and head, jamb, and sill of other openings.

F. Gutters: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch nominal uncoated steel thickness, pre-painted with coil coating; finished to match roof fascia and rake trim. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch-long sections, sized according to SMACNA's "Architectural Sheet Metal Manual", with minimum acceptable width of 6-inches.

1. Gutter Supports: Fabricated from same material and finish as gutters.

G. Downspouts: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch nominal uncoated steel thickness, pre-painted with coil coating; finished to match metal wall panels. Fabricate with partial open face design in minimum 10-foot-long sections, complete with formed elbows and offsets. Provide at least 4 downspouts per side of building.

1. Mounting Straps: Fabricated from same material and finish as gutters.

H. Roof Ventilators: Gravity type, complete with hardware, flashing, closures, and fittings.

1. Continuous or Sectional-Ridge Type: Factory-engineered and -fabricated, continuous unit; Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch nominal uncoated steel thickness, pre-painted with coil coating; finished to match metal roof panels. Fabricated in minimum 10-foot-long sections. Provide throat size and total length indicated, complete with side baffles, ventilator assembly, end caps, splice plates, and reinforcing diaphragms.

a. Bird Screening: Galvanized steel, 1/2-inch-square mesh, 0.041-inch wire; or aluminum, 1/2-inch-square mesh, 0.063-inch wire.

I. Materials:

1. Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. Provide fasteners with heads matching color of materials being fastened by means of plastic caps or factory-applied coating.

a. Fasteners for Metal Roof Panels: Self-drilling or self-tapping, zinc-plated, hex-head carbon-steel screws, with a stainless-steel cap or zinc-aluminum-alloy head and EPDM sealing washer.
b. Fasteners for Metal Wall Panels: Self-drilling or self-tapping, zinc-plated, hex-head carbon-steel screws.
c. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws with hex washer head.
d. Blind Fasteners: High-strength aluminum or stainless-steel rivets.

2. Corrosion-Resistant Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

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3. Nonmetallic, Shrinkage-Resistant Grout: ASTM C1107/C1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive, non-staining, mixed with water to consistency suitable for application and a 30-minute working time.
4. Metal Panel Sealants:

    a. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene-compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape of manufacturer's standard size.
    b. Joint Sealant: ASTM C920; one-part elastomeric polyurethane or polysulfide; of type, grade, class, and use classifications required to seal joints in metal panels and remain weather-tight; and as recommended by metal building system manufacturer.

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2.12 FABRICATION

A. General: Design components and field connections required for erection to permit easy assembly.

1. Mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
2. Fabricate structural framing to produce clean, smooth cuts and bends. Drill holes of proper size, shape, and location. Members shall be free of cracks, tears, and ruptures.

B. Primary Framing: Shop fabricate framing components to indicated size and section, with baseplates, stiffeners, and other items required for erection.

1. Make shop connections for built-up columns.

C. Secondary Framing: Shop fabricate framing components to indicated size and section.

1. Make shop connections for any built-up components.

D. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.

1. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of metal panel.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with erector present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Before erection proceeds, survey elevations and locations of concrete-bearing surfaces and locations of anchor rods, bearing plates, and other embedments to receive structural framing,

with erector present, for compliance with requirements and building system manufacturer's tolerances.

C. Proceed with erection only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition.

B. Provide temporary shores, guys, braces, and other supports during erection to keep structural framing secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural framing, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION OF STRUCTURAL FRAMING

A. Erect building system according to manufacturer's written instructions and drawings. Provide temporary bracing throughout erection until members are secured.

B. Do not field cut, drill, or alter structural members without written approval from building system manufacturer's professional engineer.

C. Set structural framing accurately in locations and to elevations indicated. Maintain structural stability of frame during erection.

D. Base and Bearing Plates: Clean concrete-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.

1. Install leveling plates to provide a uniform foundation height. Set plates for structural members on wedges or shims as required.
2. Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.

E. Align and adjust structural framing before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with framing. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.

F. Primary Framing and End Walls: Erect framing level, plumb, rigid, secure, and true to line. Level baseplates to a true even plane with full bearing to supporting structures, set with anchor bolts. Use grout to obtain uniform bearing and to maintain a level base-line elevation. Moist-cure grout for not less than seven days after placement.

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G. Secondary Framing: Erect framing level, plumb, rigid, secure, and true to line. Field install secondary framing to primary framing.

1. Provide rake or gable purlins with tight-fitting closure channels and fasciae.
2. Locate and space wall girts to suit openings such as doors and windows.
3. Provide supplemental framing at entire perimeter of openings, including doors, windows, louvers, ventilators, and other penetrations of roof and walls.

H. Bracing: Install bracing in roof and sidewalls where indicated on erection drawings.

1. Locate interior end-bay bracing only where indicated.

I. Framing for Openings: Provide proper design and size to reinforce openings and to carry loads and vibrations imposed, including equipment furnished under mechanical and electrical work. Securely attach to structural framing.

3.4 METAL PANEL INSTALLATION, GENERAL

A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. Examination: Examine primary and secondary framing to verify that structural-panel support members and anchorages have been installed within alignment tolerances required by manufacturer.

1. Examine roughing-in for components and systems penetrating metal panels, to verify actual locations of penetrations relative to seams before metal panel installation.

C. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Field cut metal panels as required for doors, windows, and other openings. Cut openings as small as possible, neatly to size required, and without damage to adjacent metal panel finishes.

a. Field cutting of metal panels by torch is not permitted unless approved in writing by manufacturer.

2. Install metal panels perpendicular to structural supports unless otherwise indicated.
3. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Locate metal panel splices over structural supports with end laps in alignment.
6. Lap metal flashing over metal panels to allow moisture to run over and off the material.

D. Lap-Seam Metal Panels: Install screw fasteners using power tools with controlled torque adjusted to compress EPDM washers tightly without damage to washers, screw threads, or metal panels. Install screws in predrilled holes.

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1. Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply metal panels and associated items for neat and weather-tight enclosure. Avoid "panel creep" or application not true to line.

E. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal panel manufacturer.

F. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types of gaskets, fillers, and sealants indicated; or, if not indicated, provide types recommended by metal panel manufacturer.

1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal panel manufacturer.

3.5 METAL ROOF PANEL INSTALLATION

A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.

1. Install vented ridge caps as metal roof panel work proceeds.
2. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.

B. Lap-Seam Metal Roof Panels: Fasten metal roof panels to supports with exposed fasteners at each lapped joint, at location and spacing recommended by manufacturer.

1. Provide metal-backed sealing washers under heads of exposed fasteners bearing on weather side of metal roof panels.
2. Provide sealant tape at lapped joints of metal roof panels and between panels and protruding equipment, vents, and accessories.
3. Apply a continuous ribbon of sealant tape to weather-side surface of fastenings on end laps and on side laps of nesting-type metal panels, on side laps of ribbed or fluted metal panels, and elsewhere as needed to make metal panels weatherproof to driving rains.
4. At metal panel splices, nest panels with minimum 6-inch end lap, sealed with butyl-rubber sealant and fastened together by interlocking clamping plates.

C. Metal Fascia Panels: Align bottom of metal panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws. Flash and seal metal panels with weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

3.6 METAL WALL PANEL INSTALLATION

A. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to girts, extending full height of building, unless otherwise

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indicated. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Unless otherwise indicated, begin metal panel installation at corners with center of rib lined up with line of framing.
2. Shim or otherwise plumb substrates receiving metal wall panels.
3. When two rows of metal panels are required, lap panels 4 inches minimum.
4. When building height requires two rows of metal panels at gable ends, align lap of gable panels over metal wall panels at eave height.
5. Rigidly fasten base end of metal wall panels and allow eave end free movement for thermal expansion and contraction. Predrill panels.
6. Flash and seal metal wall panels with weather closures at eaves and rakes, and at perimeter of all openings. Fasten with self-tapping screws.
7. Install screw fasteners in predrilled holes.
8. Install flashing and trim as metal wall panel work proceeds.
9. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as indicated on Drawings; if not indicated, as necessary for waterproofing.
10. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws.
11. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.

B. Metal Wall Panels: Install metal wall panels on exterior side of girts. Attach metal wall panels to supports with fasteners as recommended by manufacturer.

C. Apply decorative wainscot panels over bottom 3’ of the full height wall panel.

3.7 METAL SOFFIT PANEL INSTALLATION

A. Provide metal soffit panels the full width of soffits. Install panels perpendicular to support framing.

B. Flash and seal metal soffit panels with weather closures where panels meet walls and at perimeter of all openings.

3.8 DOOR AND FRAME INSTALLATION

A. General: Install doors and frames plumb, rigid, properly aligned, and securely fastened in place according to manufacturers' written instructions. Coordinate installation with wall flashings and other components. Seal perimeter of each door frame with elastomeric sealant used for metal wall panels.

B. Hollow Metal Doors and Frames: See Section 08 11 13.

C. Overhead Coiling Doors: See Section 08 33 23.

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3.9 WINDOW INSTALLATION

A. General: Install windows plumb, rigid, properly aligned, without warp or rack of frames or sash, and securely fasten in place according to manufacturer's written instructions. Coordinate installation with wall flashings and other components. Seal perimeter of each window frame with elastomeric sealant used for metal wall panels.

1. Separate dissimilar materials from sources of corrosion or electrolytic action at points of contact with other materials by complying with requirements specified in AAMA/WDMA/CSA 101/I.S.2/A440.

B. Set sill members in bed of sealant or with gaskets, for weather-tight construction.

C. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.

D. Mount screens directly to frames with tapped screw clips.

3.10 ACCESSORY INSTALLATION

A. General: Install accessories with positive anchorage to building and weather-tight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal roof panel assembly, including trim, copings, vented ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
2. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
3. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.

B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1-inch deep, filled with mastic sealant (concealed within joints).

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C. Gutters: Join sections with riveted-and-soldered or lapped-and-sealed joints. Attach gutters to eave with gutter hangers spaced as required for gutter size, but not more than 36 inches on-center using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

D. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches on-center in between.

1. Provide elbows at base of downspouts to direct water away from building.

E. Continuous Roof Ventilators: Set ventilators complete with necessary hardware, anchors, dampers, weather guards, rain caps, and equipment supports. Join sections with splice plates and end-cap skirt assemblies where required to achieve indicated length. Install preformed filler strips at base to seal ventilator to metal roof panels.

F. Louvers: Locate and place louver units level, plumb, and at indicated alignment with adjacent work.

1. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weather-tight connection.
2. Provide perimeter reveals and openings of uniform width for sealants and joint fillers.
3. Protect galvanized- and nonferrous-metal surfaces from corrosion or galvanic action by applying a heavy coating of corrosion-resistant paint on surfaces that will be in contact with concrete, masonry, or dissimilar metals.
4. Install concealed gaskets, flashings, joint fillers, and insulation as louver installation progresses, where weather-tight louver joints are required. Comply with Section 079200 "Joint Sealants" for sealants applied during louver installation.

3.11 ADJUSTING

A. Doors: After completing installation, test and adjust doors to operate easily, free of warp, twist, or distortion.

B. Door Hardware: Adjust and check each operating item of door hardware and each door to ensure proper operation and function of every unit. Replace units that cannot be adjusted to operate as intended.

C. Adjustable Louvers: After completing installation, including work by other trades, lubricate, test, and adjust units to operate easily, free of warp, twist, or distortion as needed to provide fully functioning units.

3.12 CLEANING AND PROTECTION

A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A780/A780M and manufacturer's written instructions.

B. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during

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C. Touchup Painting: Clean and apply touchup paint to any surfaces with minor paint damage.

D. Metal Panels: Remove temporary protective coverings and strippable films, if any, as metal panels are installed. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

1. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

E. Doors and Frames: Immediately after installation, sand rusted or damaged areas of prime coat until smooth and apply touchup of compatible air-drying primer.

1. Immediately before final inspection, remove protective wrappings from doors and frames.

F. Windows: Clean metal surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances. Clean factory-glazed glass immediately after installing windows.

G. Louvers: Clean exposed surfaces that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate until final cleaning.

1. Restore louvers damaged during installation and construction period so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Engineer, remove damaged units and replace with new units.

a. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION 133419

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SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

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1.2 SUMMARY

A. Section Includes:

1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for slabs-on-grade, walks, pavements, and grasses.
3. Excavating and backfilling for buildings and structures.
4. Drainage course for concrete slabs-on-grade.
5. Subbase course for concrete walks and pavements.
6. Subbase course and base course for asphalt paving.
7. Subsurface drainage backfill for walls and trenches.

B. Related Requirements:
1. Section 329200 "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

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1.4 ACTION SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Geotextiles.
2. Controlled low-strength material, including design mixture.
3. Warning tapes.

B. Samples for Verification: For the following products, in sizes indicated below:

1. Geotextile: 12 by 12 inches.
2. Warning Tape: 12 inches long; of each color.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each borrow soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D2487.
2. Laboratory compaction curve according to ASTM D1557.

1.6 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E329 and ASTM D3740 for testing indicated.

1.7 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner.

2. Provide alternate routes around closed or obstructed traffic ways if required by Owner.

B. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 015000 "Temporary Facilities and Controls" are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations. Obtain Engineer approval for all borrow soil materials prior to delivery to site.

B. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve. Subbase material per IDOT Standard Specifications Article 1004.04, with 4” of CA-6 over the remaining of the fill of CA-2.

C. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 95 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve. Base material to meet IDOT gradation CA-6.

D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

F. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.

G. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.

H. Sand: ASTM C33/C33M; fine aggregate.

I. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater

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than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Survivability: As follows:

    a. Grab Tensile Strength: 157 lbf; ASTM D4632.
    b. Sewn Seam Strength: 142 lbf; ASTM D4632.
    c. Tear Strength: 56 lbf; ASTM D4533.
    d. Puncture Strength: 56 lbf; ASTM D4833.

3. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D4751.
4. Permittivity: 0.2 per second, minimum; ASTM D4491.
5. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.

B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Survivability: As follows:

    a. Grab Tensile Strength: 247 lbf; ASTM D4632.
    b. Sewn Seam Strength: 222 lbf; ASTM D4632.
    c. Tear Strength: 90 lbf; ASTM D4533.
    d. Puncture Strength: 90 lbf; ASTM D4833.

3. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D4751.
4. Permittivity: 0.02 per second, minimum; ASTM D4491.
5. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.

2.3 CONTROLLED LOW-STRENGTH MATERIAL

A. Controlled Low-Strength Material: Self-compacting, flowable concrete material produced from the following:

1. Portland Cement: ASTM C150/C150M, Type I.
2. Fly Ash: ASTM C618, Class C or F.
3. Normal-Weight Aggregate: ASTM C33/C33M, 3/8-inch nominal maximum aggregate size.
4. Foaming Agent: ASTM C869/C869M.
5. Water: ASTM C94/C94M.
6. Air-Entraining Admixture: ASTM C260/C260M.

B. Produce conventional-weight, controlled low-strength material with 140-psi compressive strength when tested according to ASTM C495/C495M.

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2.4 GEOFOAM

A. Extruded-Polystyrene Board Insulation: ASTM C578, Type IV, 1.55-lb/cu. ft. density, 25-psi (173-kPa) compressive strength.

2.5 ACCESSORIES

A. Warning Tape And Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.

B. Protect and maintain erosion and sedimentation controls during earth-moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

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D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.3 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Engineer.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.

3.4 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

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1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: 12 inches each side of pipe or conduit.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3.7 SUBGRADE INSPECTION

A. Notify Engineer when excavations have reached required subgrade.

B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.

D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

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E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.8 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.9 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations and away from the Rock River. Do not store within drip line of remaining trees.

3.10 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring, bracing, and sheeting.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.11 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 033000 "Cast-in-Place Concrete."

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D. Trenches under Roadways: Provide 4-inch-thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 033000 "Cast-in-Place Concrete."

E. Backfill voids with satisfactory soil while removing shoring and bracing.

F. Initial Backfill:

1. Soil Backfill: Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.

a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

G. Final Backfill:

1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.

H. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.12 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.13 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

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3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D1557:

1. Under structures, building slabs, steps, and pavements, scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under walkways, scarify and re-compact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
3. Under turf or unpaved areas, scarify and re-compact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.15 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.16 SUBSURFACE DRAINAGE

A. Subsurface Drain: Place subsurface drainage geotextile around perimeter of subdrainage trench. Place a 6-inch course of filter material on subsurface drainage geotextile to support subdrainage pipe. Encase subdrainage pipe in a minimum of 12 inches of filter material, placed in compacted layers 6 inches thick, and wrap in subsurface drainage geotextile, overlapping sides and ends at least 6 inches.

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1. Compact each filter material layer with a minimum of two passes of a plate-type vibratory compactor.

B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. Overlay drainage backfill with one layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.

1. Compact each filter material layer with a minimum of two passes of a plate-type vibratory compactor.
2. Place and compact impervious fill over drainage backfill in 6-inch-thick compacted layers to final subgrade.

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3.17 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:

1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place base course material over subbase course under hot-mix asphalt pavement.
3. Shape subbase course and base course to required crown elevations and cross-slope grades.
4. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
5. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
6. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D1557.

C. Pavement Shoulders: Place shoulders along edges of subbase course and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D1557.

3.18 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place drainage course 6 inches or less in compacted thickness in a single layer.

3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.19 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:

1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
2. Determine that fill material classification and maximum lift thickness comply with requirements.
3. Determine, during placement and compaction, that in-place density of compacted fill complies with requirements.

B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.

E. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab but in no case fewer than three tests.
2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length but no fewer than two tests.

F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and re-test until specified compaction is obtained.

3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

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B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and re-compact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

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SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Seeding.
2. Sodding.
3. Erosion-control materials.

1.3 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 INFORMATIONAL SUBMITTALS

A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

B. Product Certificates: For fertilizers, from manufacturer.

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C. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required maintenance periods.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
   1. Experience: Five years' experience in turf installation in addition to requirements in Section 014000 "Quality Requirements."
   2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
   3. Pesticide Applicator: State licensed, commercial.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
   2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
   3. Accompany each delivery of bulk materials with appropriate certificates.

1.8 FIELD CONDITIONS

A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

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PART 2 - PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances. Seed to be grown within 300 miles of the site.

B. Seed Species:
1. IDOT Class 1 seed or per the following.
2. Quality, Non-State Certified: Seed of grass species as listed below for solar exposure, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed.
3. Full Sun, Warm-Season Grass: Bermudagrass (Cynodon dactylon).
4. Full Sun, Cool-Season Grass: Kentucky bluegrass (Poa pratensis), a minimum of three cultivars.
5. Sun and Partial Shade, Cool-Season Grass: Proportioned by weight as follows:
    a. 50 percent Kentucky bluegrass (Poa pratensis).
    b. 30 percent chewings red fescue (Festuca rubra variety).
    c. 10 percent perennial ryegrass (Lolium perenne).
    d. 10 percent redtop (Agrostis alba).

2.2 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition:

    a. 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
    b. Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition:

    a. 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
    b. Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.3 MULCHES

A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

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B. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

C. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

2.4 PESTICIDES

A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.5 EROSION-CONTROL MATERIALS

A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.

B. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

C. Erosion-Control Mats: Cellular, non-biodegradable slope-stabilization mats designed to isolate and contain small areas of soil over steeply sloped surface, of 3-inch nominal mat thickness. Include manufacturer's recommended anchorage system for slope conditions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
3. Uniformly moisten excessively dry soil that is not workable or which is dusty.

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B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

1. Protect adjacent and adjoining areas from hydro-seeding and hydro-mulching overspray.
2. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

A. General: Prepare planting area for soil placement.

B. Placing Planting Soil: Place and mix planting soil in place over exposed subgrade.

C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

D. Before planting, obtain Engineer's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

A. Prepare area as specified in "Turf Area Preparation" Article.

B. For erosion-control mats, install planting soil in two lifts, with second lift equal to thickness of erosion-control mats. Install erosion-control mat and fasten as recommended by material manufacturer.

C. Fill cells of erosion-control mat with planting soil and compact before planting.

D. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.

E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

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3.5 SEEDING

A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.

1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
2. Do not use wet seed or seed that is moldy or otherwise damaged.
3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

B. Sow seed at a total rate of 3 to 4 lb/1000 sq. ft.

C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

D. Protect seeded areas with slopes exceeding 1:4 with erosion-control blankets installed and stapled according to manufacturer's written instructions.

E. Protect seeded areas with erosion-control mats where indicated on Drawings; install and anchor according to manufacturer's written instructions.

F. Protect seeded areas with slopes not exceeding 1:4 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.

1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
2. Bond straw mulch by spraying with asphalt emulsion at a rate of 10 to 13 gal./1000 sq. ft. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.

3.6 TURF RENOVATION

A. Renovate existing turf where indicated.

B. Renovate turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.

1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
2. Install new planting soil as required.

C. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.

D. Remove topsoil containing foreign materials, such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.

E. Mow, dethatch, core aerate, and rake existing turf.

F. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.

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G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.

H. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.

I. Apply initial fertilizer required for establishing new turf and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades.

J. Apply seed and protect with straw mulch as required for new turf.

K. Water newly planted areas and keep moist until new turf is established.

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3.7 TURF MAINTENANCE

A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.

3.8 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Architect:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

3.9 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.10 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

D. Remove non-degradable erosion-control measures after grass establishment period.

3.11 MAINTENANCE SERVICE

A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:

1. Seeded Turf: 60 days from date of planting completion.

    a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

END OF SECTION 329200

Not to be used for bidding purposes

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Section II

Contract Forms

Proposal

Project: **Storage Building, Capital Project No. 2157**

Location: 3333 Kishwaukee Street, Rockford, IL 61109

Completion Date: April 26, 2021

Liquidated Damages: $300/calendar day per each completion date deadline

To: Board of Trustees
Rock River Water Reclamation District
3501 Kishwaukee Street
Rockford, IL 61109

From: _____
(Individual, Partnership or Corporation, as case may be)

_____

(Address of Individual, Partnership or Corporation)

Gentlemen:

I (We), the undersigned, hereby propose to furnish all materials, equipment, tools, services, labor, and whatever else may be required to construct and place in service the above subject Sanitary Sewer for the Rock River Water Reclamation District all in accordance with the plans and specifications, provided by the Rock River Water Reclamation District. The undersigned also affirms and declares:

1. That I (we), have, examined and am (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.
2. That I (we), have carefully examined the site of the work, and that, from my (our) investigation, has satisfied myself (ourselves) as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, effect the work or its performance.
3. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud; and that I (we) are not barred from bidding as a result of a bid-rigging or bid-rotating conviction.

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4. That accompanying the Proposal is a Bidder's Bond in the amount specified in Article 1, Notice to Bidders, payable to the Board of Trustees of the Rock River Water Reclamation District, which it is agreed, shall be retained as liquidated damages by said Rock River Water Reclamation District if the undersigned fails to execute the Contract in conformity with the contract documents incorporated in the contract documents and furnish bond as specified, within ten (10) days after notification of the award of the contract to the undersigned.

5. The Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.

6. The Bidder is not in arrears to the Rock River Water Reclamation District, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Rock River Water Reclamation District.

7. No officer or employee or person whose salary is payable in whole or in part by the District is, shall be or become interested, directly or indirectly as a contracting party, partner, stockholder, surety of otherwise, in this Proposal, or in the performance of the Contract, or in the work to which it is relates, or in any portion of the profits thereof.

8. The Bidder which I represent complies with all applicable requirements of the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Act (OSHA) and that if said bidder is awarded a contract, it will complete all OSHA-required or ADA-required employee and customer training, will make available all required information, and will hold harmless and indemnify the District and the District's representatives.

   In regard to participation in an approved Apprenticeship program, upon request, Contractor will be required to provide written proof of participation.

9. The undersigned, as Bidder, declares that he has adopted and promulgated written sexual harassment policies in accordance with Public Act 99-093 and will make this information available upon request.

10. The undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including Rock River Water Reclamation District) to submit certified payroll reports via the State's Certified Transcript of Payroll Portal found at:

    www.2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx.

11. The undersigned, as Bidder, declares he will comply with the Federal Drug Free Workplace Act.

12. The undersigned, as Bidder, declares he will comply with Public Act 83-1030 entitled "Steel Products Procurement Act".

13. The undersigned, as Bidder, declares he will comply with Public Act 96-929 (30 ILCS 570) regarding Illinois residents' employment.

14. The undersigned, as Bidder, declares he will comply with non-discrimination in employment in accordance with the Illinois Fair Employment Practices Commissions Rules & Regulations.

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15. The undersigned, as Bidder, declares that he currently participates in an apprenticeship or training program that is registered with the United States Department of Labor's Bureau of Apprenticeship and Training or other acceptable State of Illinois Department of Labor monitored program.

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

The undersigned further declares that he (they) has (have) carefully examined the following items of work and that the cost of all the work to complete this project is given in this Proposal.

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Lump Sum Bid Amount

Total Amount of Lump Sum Bid, expressed in figures, for providing all materials, equipment, warranty, and labor to complete this project in conformity with all specifications in this Invitation to Bid.

$_____

The undersigned acknowledges that he has received Addendum numbers _____, _____ _____, _____, and realizes that all Addenda are considered part of the Contract.

Date: _____

Bidder: _____ By: _____
(Printed Name of Firm) (Authorized Rep's Signature)

_____ By: _____
(Printed Street Address) (Printed Authorized Rep's Name)

_____ By: _____
(Printed City, State, Zip) (Printed Authorized Rep's Title)

_____ By: _____
(Area Code and Phone Number) (Fax Number)

_____
(Authorized Rep's Email Address)

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Fair Employment Practices Affidavit of Compliance

PROJECT: Storage Building, Capital Project No. 2157

NOTE: THE BIDDER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED BID. THE ROCK RIVER WATER RECLAMATION DISTRICT CANNOT ACCEPT ANY BID WHICH DOES NOT CONTAIN THIS AFFIDAVIT

_____, being first duly sworn, deposes and says that:
(Name of person making affidavit)

They are: _____ of _____
(Officer's Title) (Company Name)

that said company is and "Equal Opportunity Employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference;

and that said company will comply with any and all requirements of Title 44 Admin. Code 750. APPENDIX A – Equal Opportunity Clause, Rules and Regulations, Illinois Department of Human Rights, which read as follows:

"In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance to this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
5. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Departments Rules and Regulations.
6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contacts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 I11. Reg. 16484, effective September 23, 2008)"

IL Dept of Human Rights Registration No.: _____ Expiration Date: _____

_____
Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary Public

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Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we:

_____ (hereinafter called the Principal) and

_____ (hereinafter called the Surety)

a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of Illinois are held and firmly bound onto the Rock River Water Reclamation District of Winnebago County, Illinois (District), in the full and just sum of: **FIVE PERCENT (5%) OF THE TOTAL BID PRICE** good lawful money of the United States of America, to be paid upon demand of the District, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the District, a proposal for constructing Sanitary Sewers and Appurtenances.

WHEREAS, the Principal desires to file this bond, in accordance with law, to accompany this Proposal.

NOW THEREFORE, The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within ten days after the date of receipt of a written notice of award of Contract, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth therein, in the form and manner required by the District, and execute a sufficient and satisfactory Contract Performance Bond payable to said District in an amount of one hundred percent (100%) of the Contract price (including alternates) in form and with security satisfactory to said District, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid District, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20_____.

_____

Principal

(Seal)

By _____

Name: _____

Title: _____

Date: _____

Attest:

_____

Secretary

_____

Surety

(Seal)

By _____

Name: _____

Title: _____

Date: _____

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Agreement

1. General

THIS AGREEMENT, made and concluded this ___ day of _____, 2020, between the Rock River Water Reclamation District, Rockford, Illinois (District), acting by and through the Board of Trustees, and _____**,** his/their executors, administrators, successors or assigns:

2. Scope of Work

WITNESSETH: That for and in consideration of the payments and agreements made in the Proposal attached hereto, to be made and performed by the District and according to the terms expressed in the Bond referring to these presents, the Contractor agrees with the District at his/their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the District and its representative.

And it is also understood and agreed that the Bidding Requirements, Detailed Specifications, Contract Forms, General Conditions, General Requirements, Technical Specifications, Plans, Addenda, and provisions required by law are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

3. Contract Price

The District shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, subject to any additions or deductions provided for hereby, in current funds, the Total Contract Price of _____ and 00/100 ($_____).

Payments are to be made to the Contractor in accordance with and subject to the provisions of Section 7 of this Agreement, which is a part of this Contract.

4. Bond

The Contractor has entered into and herewith tenders a bond of even date herewith, in the penal sum of _____ and 00/100 ($_____) to insure the faithful performance of this Contract, which said bond is hereby made a part of this Contract by reference.

5. Maintenance and Guarantee

The Contractor shall promptly repair, replace, restore or rebuild any imperfections that may arise and shall maintain satisfactory to the District all work for a period three years from the date of final acceptance of the Contract for trench settlement and for a period of two years all other work, except where periods of maintenance and guarantee are provided for. The Contractor shall, for this period, indemnify and save harmless the District, its officers and agents from any injury done to

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property or persons as a direct or alleged result of imperfections in the Contractors' work, and shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving notice given by the District, the District shall have the right to have the work done by others and to call on the Contractor and his bondsman to pay the costs thereof.

6. Contract Execution

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the entire improvement shall be done in a thorough and workmanlike manner, under the direction and to the satisfaction of the District and in full compliance with all the requirements of its representative under them. All loss or damage arising out of the nature of the work to be done, or from any detention of unforeseen obstruction or difficulty which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

The Contractor will be held responsible for all accidents, and hereby agrees to indemnify and protect the District from all suits, claims, and actions brought against it, and all cost, and damages which the District may be put to by reason of an injury or alleged injury, to the person or property of another in the execution of this contract, or the performance of the work, or in guarding the same, or for any material used in its prosecution or in its construction.

Any person employed on the work who shall refuse or neglect to obey the directions of the District or its representative, or who shall be deemed by the District to be incompetent, or who shall be guilty of any disorderly conduct, or who shall commit any trespass on any public or private property in the vicinity of the work, shall at once be removed from the work by the Contractor when so requested by the District.

Any request to extend the contract completion date must be considered by the Board at the Board meeting prior to the then-existing contract termination date. Any deviation from this action will result in the liquidated damage clause in the contract to be exercised.

7. Payments to Contractor

The District hereby covenants and agrees, in consideration of the covenants and agreements in this Contract, specified to be kept and performed by the Contractor and subject to the conditions herein contained, and if the District receives an acceptable invoice prior to the tenth day of the month and receives approval of the work by the District Engineering Manager, the District shall issue payment before the fifth day of the succeeding month. If the District receives an acceptable invoice on or after the tenth day of the month, the District shall issue payment before the fifth day of the second succeeding month.

The District reserves the right at all times to refuse to issue payment in case the Contractor has neglected or failed to pay any subcontractors, workmen or employee on the work.

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8. Subcontracts

No part of the work herein provided for shall be sublet or subcontracted without the express consent of the District, to be entered in the records, and in no case shall consent relieve the Contractor from the obligation herein entered into, or change the terms of this Agreement.

9. Contractor's Responsibility

This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

In consideration of and to induce the award of this Contract to him, the Contractor represents and warrants: that he is not in arrears to the District upon debt of the Contract and that he is not a defaulter, as surety, contractor or otherwise; that he is financially solvent and sufficiently experienced and competent to perform the work; that the work can be performed as called for by the Contract; that the facts stated in his proposal and the information given by him is true and correct in all respects, and that he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract and that his information was secured by personal investigation and research.

The Contractor shall pay not less than the prevailing wage rate as determined by the Department of Labor, to all laborers, workmen and mechanics performing work under this Contract. Contractor shall comply with current revisions of the wage standards; as required by law. The Contractor shall be responsible for verifying the prevailing wages each month and notifying all subcontractors of the appropriate monthly rates. The State of Illinois requires contractors and subcontractors on District projects to submit certified payroll reports via the State's Certified Transcript of Payroll Portal currently found at: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx. The Contractor is responsible for verifying current website.

In regard to nondiscrimination in employment, Contractor will be required to comply with the Illinois Fair Employment Practices Commission's Rules and Regulations as provided herein.

The Contractor shall comply with the American Disabilities Act of 1990 (ADA). The Contractor will hold harmless and indemnify the District and their representatives from all:

(a) suits, claims, or actions;
(b) costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlement, and;
(c) damages of any kind (including but not limited to actual, punitive, and compensatory damages)

relating in any way to or arising out of the ADA, to which said firm is exposed or which it incurs in the execution of the contract.

Contractor shall also comply with Public Act 99-0933, which requires any party to a contract to adopt and enforce a written policy regarding sexual harassment that includes, as a minimum, the following information:

(a) the illegality of sexual harassment
(b) the definition of sexual harassment under Illinois State law;
(c) a description of sexual harassment, utilizing examples;

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(d) my (our) organization's internal complaint process including penalties;
(e) through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
(f) directions on how to contact the Department and the Commission; and
(g) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Upon request this information will be provided to the Illinois Department of Human Rights. Upon District award of a contract, the District will be provided this information described no more than ten working days after the District issues its award notification.

The Contractor shall comply with Article 2 of Public Act 83-1472 which provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as defined in the Act; and further, that Illinois workers are available and capable of performing the particular type work involved.

The Contractor shall comply with all rules and regulations of OSHA during the execution of this Contract.

The Contractor shall comply with the Federal Drug Free Workplace Act.

The Steel Products Procurement Act, Illinois Public Act 83-1030, requires that steel products used or supplied in performance of this Contract or subcontract shall be manufactured or produced in the United States with three exceptions, as explained in the Instructions to Bidders.

The Contractor shall comply with Public Act 96-1416 regarding the disposal of CCDD and uncontaminated soil at CCDD fill sites as explained in the Instructions to Bidders.

10. Time

Work under this Agreement shall be commenced upon written Notice to Proceed. The completion date for this project shall be April 26, 2021.

11. Liquidated Damages

The amount of liquidated damages shall be $300.00 per calendar day.

12. Counterparts

This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called “pdf” format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Each of the parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

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13. Seals

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

Rock River Water Reclamation District
Winnebago County, Illinois

(Seal)

By _____
President, Board of Trustees

ATTEST: _____
Clerk of the Board

Contractor

By _____
Contractor's Officer

(Corporate Seal)

Name: _____

Title: _____

Date: _____

ATTEST: _____

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Labor & Material Payment Bond

TO: _____Contractor Name

_____Contractor City, State

KNOW ALL MEN BY THESE PRESENTS

That _____(Contractor)

as Principal, and _____

a corporation of the State of _____ as Surety, are held and firmly bound unto the Rock River Water Reclamation District, as Obligee, for the use and benefit of claimants as hereinafter defined in the amount of

_____Dollars ($_____), for the payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____20__ Entered into a Contract with Obligee for _____ in accordance with contract documents prepared by the Rock River Water Reclamation District which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 280 ILCS 130 / 1-12 et.seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. A claimant is deemed as any person, firm, or corporation having contracts with the Principal or with any of Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this Bond is given.
2. Nothing in this Bond contained shall be taken to make the Obligee liable to any subcontractor, material man or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Obligee within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of business of the corporation, and in all cases of partnership the names and residences of each of the partners, the name of the Contractor

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for the Obligee, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between Obligee and the Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Obligee of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.

4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

6. The Principal and Surety shall be liable for any attorneys' fees, engineering costs, or court costs incurred by the Obligee relative to claims made against this Bond.

Signed and Sealed this _____day of _____, 20___.

CONTRACTOR **SURETY**

_____
Contractor Firm Name

By: _____ By: _____
Signature Attorney-in-Fact Signature

_____ _____
Printed Name Printed Name

_____ _____
Title Resident Agent

ATTEST:

_____
Corporate Secretary (Corporations only)

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Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Rock River Water Reclamation District has awarded to: _____
hereinafter designated as the "Principal", a contract, dated, _____, for the Rock River Water Reclamation District.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract (the "Bond");

NOW, THEREFORE, we the Principal and _____,
as Surety, are firmly bound unto the Rock River Water Reclamation District in the penal sum of _____ Dollars ($_____) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond. The conditions of this obligation is such that if the said Principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Rock River Water Reclamation District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same and no inadvertent overpayment of progress payments shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications or of any inadvertent overpayment of progress payments. The Rock River Water Reclamation District shall be named as beneficiary on this Performance Bond.

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IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this _____day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR	**SURETY**
_____	
Contractor Firm Name	
By: _____	By: _____
Signature	Attorney-in-Fact Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Resident Agent

ATTEST:

_____

Corporate Secretary (Corporations only)

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Section III

EJCDC C-700 General Conditions and 000800 Supplementary Conditions

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site, (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

   b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

   c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

   d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

   e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

   f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS TO THE STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE GENERAL CONDITIONS

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

A. Delete and replace definitions 17 and 19 in Paragraph 1.01.A of the General Conditions with the following:

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined. The terms “Drawings” and “Plans” are interchangeable and shall have the same meaning in the Contract Documents.

19. *Engineer*-- The terms “Engineer” and “ENGINEER” are interchangeable and shall refer to the Director of Engineering of the Rock River Water Reclamation District or his assign.

B. Add the following definition to Paragraph 1.01.A of the General Conditions:

51. *without exception*--The term "without exception", when used in the Contract Documents following the name of a Supplier or a proprietary item of equipment, product, or material, shall mean that the sources of the product are limited to the listed Suppliers or products and that no like, equivalent, or "or-equal" item and no substitution will be permitted.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner’s Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor three (3) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

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a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

   1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

   2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

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f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No Supplementary Conditions in this Article.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

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Report Title	Date of Report	Technical Data
None		**None**

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		None

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at RRWRD Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109 during regular business hours.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		None

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		None

ARTICLE 6—BONDS AND INSURANCE

SC-6. Delete Article 6 of the General Conditions in its entirety and insert the following text in its place.

ARTICLE 6 – BONDS AND INSURANCE.

Bonds and Insurance requirements shall be as identified in the Instructions To Bidders.

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ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 6:30 am to 4:00 pm.

2. Owner's legal holidays are New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, and Christmas Day.

7.08 *Patent Fees and Royalties*

SC-7.08 Delete Paragraph 7.08.B of the General Conditions in its entirety, and renumber paragraph 7.08.C as Paragraph 7.08.B. Add the following new paragraph immediately after paragraph 7.08.B of the General Conditions:

C. Contractor shall furnish to Owner at the time of initial submittal, satisfactory evidence that Suppliers of proprietary materials, equipment, devices, or processes to be furnished or used in the performance of the Work do indemnify, keep,, and save harmless Contractor from all liabilities, judgements, costs, damages, and expenses which may arise from the use of such proprietary materials, equipment, devices, or processes, furnished by Contractor for incorporation in or use in performance of the Work and their operation by Owner after acceptance or the Work. Such satisfactory evidence shall consist of patent licenses or patent releases covering proprietary materials, equipment, devices, or processes.

7.10 *Taxes*

SC-7.10 Add a new Paragraph 7.10.B immediately after Paragraph 7.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.11 *Laws and Regulations*

SC-7.11 Add the following new paragraph immediately after Paragraph 7.11.C:

D. Additional laws and regulations are included in the Instructions To Bidders.

7.16 *Submittals*

SC-7.16 Delete Paragraphs 7.16.B, 7.16.C, and 7.16.D in their entirety; insert the following new Paragraph 7.16.B; and then renumber Paragraph 7.16.E to 7.16.C and Paragraph 7.16.F to 7.16.D.

B. Requirements for shop drawings, samples, and submittal procedures shall be as specified in Division 1 Submittal Procedures section. Fabrication that proceeds prior to acceptance of submittals by Engineer shall be at Contractor's risk.

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7.18 *Indemnification*

SC-7.18 Delete Paragraphs 7.18 of the General Conditions in its entirety and replace it with the following:

7.18. *Indemnification* shall be as indicated in the Instructions To Bidders.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.02 *Visits to Site*

SC-10.02 Throughout Paragraphs 10.02.A and 10.02.B, following the words "Engineer" and "Engineer's" insert the words "and Consulting Engineer".

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents. Obtain clarification from Consulting Engineer as needed.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

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a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

b. Observe whether any Work in place appears to be defective.

c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner, Consulting Engineer, and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

ARTICLE 11—CHANGES TO THE CONTRACT

11.02 *Change Orders*

SC-11.02 Paragraph 11.02.A.3 following the word "Engineer's" insert the words "and Consulting Engineer's".

11.09 *Change Proposals*

Not to be used for bidding purposes

SC-11.09 Paragraph 11.09.B.1 change 30 to 10.

Paragraph 11.09.B.2 change 15 to 5.

Paragraph 11.09.B.4 change 30 to 10 (two places).

ARTICLE 12—CLAIMS

12.01 *Claims*

SC-12.01 Paragraph 12.01.B change 30 to 10 (two places).

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than $1,000.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

14.02 *Tests, Inspections, and Approvals*

SC-14.02 Paragraph 14.02.B add the following language to the end of this paragraph "Samples required for testing shall be furnished by Contractor at no cost to Owner."

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15. 01 Delete Paragraph 15.01.D.1 in its entirety and replace with the following new subparagraph

1. Payment terms shall be as defined in Section 7 of the Agreement between Owner and Contractor.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

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15.08 *Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be two (2) years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.03 *Owner May Terminate for Convenience*

SC-16.03 Add the following new Paragraph 16.03.C immediately following Paragraph 16.03.B:

C. Contractor shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect Contractor from claims by subcontractors arising from Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 16.03 shall be Contractors sole remedy in the event of termination for convenience by Owner.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

No suggested supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

Not to be used for bidding purposes

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.

Key	
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 2019 or later
DWG	Autodesk® AutoCAD .dwg format Version 2019
DOC	Microsoft® Word .docx format Version 2016
EXC	Microsoft® Excel .xls or .xlsx format Version 2016
DB	Microsoft® Access .mdb format Version 2016

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

NOT USED.

EXHIBIT C— GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

NOT USED.

Not to be used for bidding purposes

Section IV

General Provisions & Technical Specifications for Sanitary Sewer Construction

(Separate document incorporated by reference)

Not to be used for bidding purposes