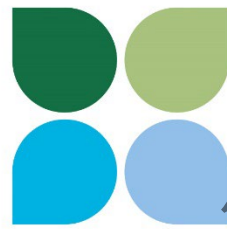


PROJECT MANUAL

Maintenance Building Renovation



Four Rivers
Sanitation Authority

Rockford, IL

FRSA Capital Project No. 2102
BA Project No. 2025-16

Date 06-30-2026

BA BLAKEMORE
ARCHITECTS

400 North 1st Street
Rockford, IL. 61107
Phone 815-227-0023

www.blakemore-architects.com

Not to be used for bidding purposes

Four Rivers Sanitation Authority Rockford, Illinois

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

Maintenance Building Renovation

Capital Project No. 2102

Board of Trustees

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Christopher T. Baer, PE	Executive Director
Matthew L. Campbell, PE	Director of Engineering

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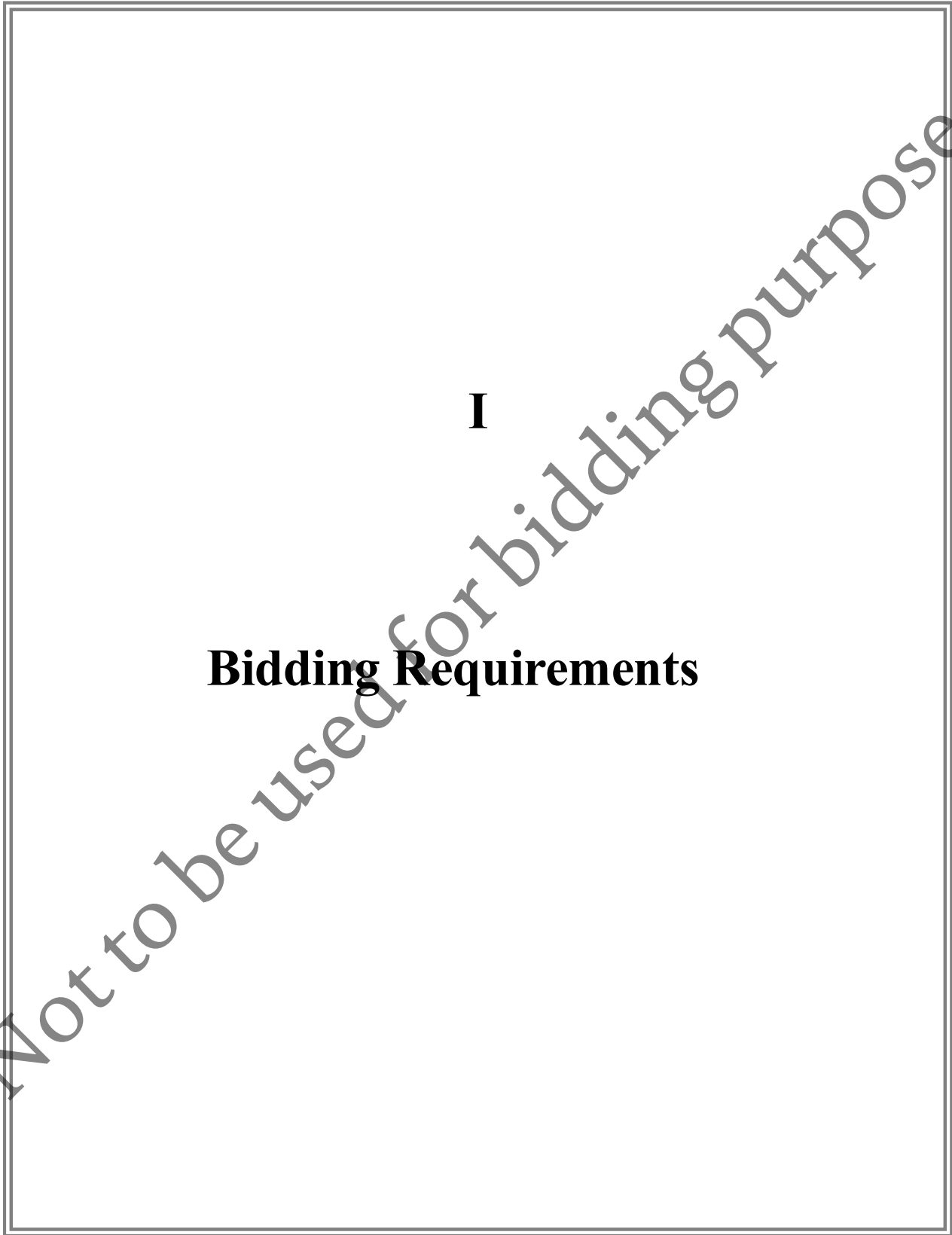
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I

Bidding Requirements

Not to be used for bidding purposes

Notice to Bidders

The Four Rivers Sanitation Authority (FRSA) will receive signed and sealed bids for the Maintenance Building Renovation, Capital Project No. 2102, at the Steve Graceffa Administration Building (Administration Building) at 3501 Kishwaukee Street, Rockford, Illinois until 10:00 a.m. on Tuesday, July 21, 2026 at which time and place responsive / responsible bids will be publicly opened and read aloud.

The Maintenance Building Renovation project consists of roof replacement, interior ceiling demolition and replacement, curtain wall removal and replacement with a storefront system, concrete floor repair work, existing hydraulic lift removal and hydraulic equipment relocation, demolition and replacement of HVAC equipment, and all other work as indicated on the plans and in the specifications. Alternates include furnishing and installing heat pump units in lieu of cooling only condensing units, installation of a hard-coat EIFS system, and exterior painting.

Bidder's attention is called to Instructions to Bidders, Section 3.7 and 3.8. Pursuant to Section 3.7, each proposal must be accompanied by fully executed copies of the Fair Employment Practices Affidavit and the Affidavit of Compliance: Responsible Bidder Ordinance. Pursuant to Section 3.8 requirements for Statement of Qualifications, Bidder must have a permanent business office within forty (40) miles of FRSA's office at 3501 Kishwaukee Street in Rockford, Illinois.

All demolition, construction, installation and associated Project work shall be completed by Friday, January 15, 2027. 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 FRSA 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, Illinois. For more information, visit the FRSA website at fourrivers.illinois.gov.

A Mandatory Pre-Bid Meeting for this project will be held on Thursday, July 9, 2026, at 10:00 a.m. in the FRSA Board Room in the Steve Graceffa Administration Building, 3501 Kishwaukee Street, Rockford, Illinois.

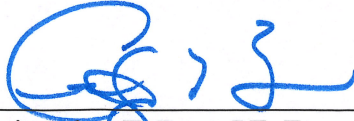
All construction shall be done in accordance with specifications on file with FRSA, including the *General Provisions and Technical Specifications for Sanitary Sewer Construction, Four Rivers Sanitation Authority* (Current Edition).

Each Proposal must be accompanied by the FRSA 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.

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 FRSA's consent for a period of sixty (60) days after the scheduled closing time for receipt of bids.

FRSA 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 FRSA.

Dated this 24th day of June, 2026.


BY: Christopher D. Baer, PE, Executive Director

Instructions to Bidders

1 General

1.1 Scope and Intent

This section of the Contract Documents provides 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 contradictions 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, Four Rivers Sanitation Authority (FRSA) 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 Thursday, July 9, 2026, at 10:00 a.m. in the FRSA Board Room at 3501 Kishwaukee Street, Rockford, Illinois. All Contractors intending to bid on this project must attend the pre-bid meeting.

2 Legal Requirements

2.1 Illinois Regulations

- A. Public Act 100-1177 (820 ILCS 130/) entitled the "Prevailing Wage Act" 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 FRSA projects to submit certified payroll reports via the State's Certified Transcript of Payroll Portal currently found at: <https://labor.illinois.gov/laws-rules/conmed/certifiedtranscriptofpayroll.html>. The Bidder is responsible for verifying current information at the State's website.
- B. Public Act 83-1030 (30 ILCS 565/) entitled the "Steel Products Procurement Act" requires that steel products used or supplied in performance of this Contract or subcontract must be manufactured or produced in the United States with three exceptions.

The provisions of this Section shall not apply:

1. Where the Contract involves an expenditure of less than \$500.
2. Where the executive head of the public agency certifies in writing that
 - a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%.
3. When its application is not in the public interest.

- C. Public Act 96-929 (30 ILCS 570/) entitled the "Employment of Illinois Workers on Public Works Act" 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.

- D. Public Act 101-221 (820 ILCS 96/) entitled the “Workplace Transparency Act” requires that any party to a contract adopt and promulgate written sexual harassment policies that include, as a minimum, the following information:
1. the illegality of sexual harassment
 2. the definition of sexual harassment under Illinois State law
 3. a description of sexual harassment, utilizing examples
 4. my (our) organization's internal complaint process including penalties
 5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission
 6. directions on how to contact the Department and the Commission
 7. protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act

Upon request, this information must be provided to the Illinois Department of Human Rights and the FRSA.

- E. 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.
- F. The Contractor for this project must comply with the Occupational Safety and Health Act.
- G. The Contractor for this project must comply with the Federal Drug-Free Workplace Act.
- H. 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 must comply with Public Act 96-1416 and be responsible for the certifications and any fees associated with the disposal at a CCDD fill site.
1. In the event that contaminated soil is uncovered on the project, the Contractor must notify FRSA immediately. Any extra costs resulting from the presence of contaminated soil must be evaluated in accordance with FRSA 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 Four Rivers Sanitation Authority (FRSA) 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
- 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.

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 Four Rivers Sanitation Authority, 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 FRSA 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 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 FRSA.

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 FRSA'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 Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, Illinois, 61109 and be sent preferably by certified mail. FRSA will not accept facsimile generated bids.

3.6 Bid Security

Each Proposal must be accompanied by the FRSA Bid Bond form with an acceptable Bid Security attached, in the amount specified in 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 FRSA'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 award of the bid, 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 fully executed original copies of the Fair Employment Practices Affidavit of Compliance and the Affidavit of Compliance: Responsible Bidder

Ordinance, both of which are enclosed with the Proposal packet. Failure to submit executed original copies of both affidavits 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 FRSA office at 3501 Kishwaukee Street in Rockford, IL, and provides documentation that the bidder possesses the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations. The bidder shall document no less than three (3) contracts for commercial or industrial building construction work within the past five (5) years having equal or greater value to the bid being submitted. FRSA 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

The contract will be award, if at all, to the lowest responsive, responsible bidder. No bidder may withdraw his bid after the scheduled closing time for receipt of bids, for at least sixty (60) days. Four Rivers Sanitation Authority also reserves the right to reject any of all bids.

The bidder whose proposal is accepted will be notified of the Notice of Award issued by FRSA Executive Director. Within ten (10) days of issuance of a Notice of Award by the FRSA Executive Director, the successful bidder shall enter into a written contract for the performance of the Proposal work and shall furnish the required bonds and insurance certificates upon being served such Notice, personally, by mailing, or via email.

If the bidder does not comply with the Notice of Award, FRSA will issue a Deficiency Notice. 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 Deficiency Notice, the amount of his deposit shall be forfeited and shall be retained by FRSA 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 FRSA 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 FRSA;
- 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.
- F. Compliance with apprenticeship training participation as required in Four Rivers Sanitation Authority Ordinance NO. 25 26 M 18
- G. Have satisfactorily completed no less than three (3) commercial or industrial building construction contracts within the past five (5) years of equal or greater value to the bid being submitted.

3.11 The Rejection of Bids

FRSA 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 FRSA 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. FRSA reserves the right to reject any and all bids and to accept the bid which they deem most favorable to the interest of FRSA 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 FRSA's issuance of an award letter, the Contractor shall provide documentation to prove that he has obtained all required insurance and bonds. FRSA 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 FRSA.

3.12.1 General

The Contractor shall ensure that:

- A. All insurance policies shall be specific to the project.
- B. The insurance certificate shall state: This certifies that the insurance coverage meets or exceeds that required for Maintenance Building Renovation, Capital Project No. 2102.
- C. FRSA shall be named as Additional Insured in all policies; this shall include the Owners' Contractors' Protective Policy option.
- D. 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:

- A. 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.

- B. 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.
- C. 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.
- D. Builder's Risk (Course of Construction): Contractor shall purchase and maintain builder's risk insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to one hundred percent (100%) of the completed value of the Work with no coinsurance penalty provisions. Coverage shall be adjusted for any amendments to the Contract that affect the completed value of the Work. Builder's risk insurance shall be maintained until written confirmation of Owner's procurement of property insurance coverage. The insurance company providing the builder's risk coverage shall grant permission for FRSA to partially occupy or use the premises under construction prior to Substantial Completion without removing or affecting the coverage.

The builder's risk insurance shall also cover materials to be incorporated into the Work which are stored off-site, in-transit or at the place of manufacture.

- E. 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.
- F. 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.

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

1. Unless otherwise provided in paragraph "c" of this section, FRSA, 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 FRSA, its officers, officials, employees, volunteers, or agents.
2. Unless otherwise provided in paragraph "c" of this section, the Contractor's insurance coverage shall be primary insurance as respects FRSA, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by FRSA, its officers, officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute with it.
3. 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.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to FRSA, its officers, officials, employees, volunteers, or agents.
5. 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.

6. 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 FRSA.

3.12.3 Best's Ratings

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

- A. 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 FRSA.
- B. Financial Size Rating: Provided an insurer's alphabetical rating is satisfactory, FRSA will examine said insurer's financial size rating.
 1. If Best classifies the insurer XII or larger, said insurer shall be acceptable to FRSA.
 2. If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to FRSA's Director of Management Services and/or FRSA's insurance consultant for review.

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

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 FRSA. 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 FRSA determines that the Contractor's insurance or bond documentation does not conform to these specifications, FRSA 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 FRSA's deficiency notice, he shall be in default.

3.12.6 Indemnification Clause

Contractor shall protect, indemnify, hold and save harmless and defend FRSA, 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 FRSA, 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 FRSA 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 FRSA.

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 FRSA, its employees, or agents shall be deemed a waiver by FRSA 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

FRSA 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. FRSA's tax exemption number is E9992-3696-06. The bidder shall include all other applicable taxes in his bid price.

Not to be used for bidding purposes

Proposal

Project: Maintenance Building Renovation, Capital Project No. 2102

Location: 3333 Kishwaukee Street, Rockford, Illinois, FRSA Maintenance Building (Building No. 8)

Completion Date: January 15, 2027

Liquidated Damages: \$300 per calendar day.

To: Board of Trustees
Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

From: _____
(Individual, Partnership or Corporation, as case may be)

(Address of Individual, Partnership or Corporation)

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 building renovation for Four Rivers Sanitation Authority all in accordance with the plans and specifications, provided by Four Rivers Sanitation Authority (FRSA). 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.
4. That accompanying the Proposal is a Bidder's Bond in the amount specified in Notice to Bidders, payable to the Board of Trustees of Four Rivers Sanitation Authority, which it is agreed, shall be retained as liquidated damages by said Four Rivers Sanitation Authority 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 Four Rivers Sanitation Authority, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to Four Rivers Sanitation Authority.
7. No officer or employee or person whose salary is payable in whole or in part by FRSA, shall be or become interested, directly or indirectly as a contracting party, partner, stockholder, surety or 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 FRSA and FRSA'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 Four Rivers Sanitation Authority) to submit certified payroll reports via the State's Certified Transcript of Payroll Portal found at: <https://labor.illinois.gov/laws-rules/conmed/certifiedtranscriptofpayroll.html>
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.
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 Four Rivers Sanitation Authority 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.

Lump Sum Base Bid Amount

Total Amount of Lump Sum Base 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.

Unit Prices

The following are unit prices, expressed in figures, for specific portions of the work as listed, and are applicable to authorized variations from the Contract documents.

<u>Item Description</u>	<u>Unit</u>	<u>Unit Price</u>
1. Concrete Floor Crack Repair (Per Detail 1/S300)	Linear Foot	\$ _____
2. Concrete Floor Spall Repair (Per Detail 2/S300)	Square Foot	\$ _____
3. Concrete Floor Full Depth Repair (Per Detail 3/S300)	Square Foot	\$ _____
4. Relocate an existing exterior duplex outlet below its current location for a distance of 12" into new EIFS belt course under Alternate A-1. Patch existing metal siding.	Each	\$ _____

Alternates

Alternate A-1:

Work includes: all work associated with furnishing and installing Exterior Insulation and Finish System (EIFS) belt-course, including removal of existing metal siding and base flashing. See Sheets D201 and A201.

Alternate A-1 Total Amount \$ _____ (In Figures)

Alternate A-2:

Work includes: all work associated with exterior painting of existing metal siding, all existing hollow metal and overhead exterior doors, all associated door frames, and pre-finished metal trim. See Sheet A201.

Alternate A-2 Total Amount \$ _____ (In Figures)

Alternate M-1:

Work includes: all work associated with furnishing and installing heat pump units in lieu of cooling only condensing units. See Sheet M101.

Alternate M-1 Total Amount \$ _____ (In Figures)

Please note: This Project will be awarded, if at all, to a single bidder. Bids will be compared on the total price bid for Base Bid, Lump Sum work plus any combination of Bid Alternates A-1, A-2, and M-1. In accordance with Instructions to Bidders, Parts 3.10 and 3.11, FRSA is responsible for selecting the lowest, responsive, responsible bidders. Bids submitted that omit any Bid Alternate (A-1, A-2, or M-1) may be deemed unresponsive at the sole discretion of FRSA. FRSA reserves the right to reject any and all bids and to accept the bid which they deem most favorable to the interest of FRSA after all proposals have been canvassed.

Date: _____

Bidder: _____
(Printed Name of Firm)

(Printed Street Address)

(Printed City, State, Zip)

(Area Code and Phone Number)

By: _____
(Authorized Rep's Signature)

By: _____
(Printed Authorized Rep's Name)

By: _____
(Printed Authorized Rep's Title)

By: _____
(Fax Number)

(Authorized Rep's Email Address)

Proposed Subcontractor Form

Project: Maintenance Building Renovation, Capital Project. 2102

Location: 3333 Kishwaukee Street, Rockford, Illinois, FRSA Maintenance Building (Building No. 8)

The following is the list of Proposed Subcontractors to be responsible for the following work coordinated by the Contractor.

Concrete: _____

EIFS: _____

Roofing/ Metal Flashing : _____

Aluminum Storefront System: _____

Gypsum Board/ Ceilings: _____

HVAC: _____

Electrical: _____

HVAC Controls Contractor: _____

HVAC Controls Systems Manufacturer: _____

Site Piping and Improvements: _____

Fair Employment Practices Affidavit of Compliance

Project: Maintenance Building Renovation, Capital Project No. 2102

NOTE: THE BIDDER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED BID. THE FOUR RIVERS SANITATION AUTHORITY 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 contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 Ill. Reg. 16484, effective September 23, 2008)"

Ill. Dept of Human Rights Registration No.: _____ Expiration Date: _____

Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE: RESPONSIBLE BIDDER ORDINANCE

I, _____ [Name of Affiant], being first duly sworn upon oath, state as follows:

- Position:** I am the _____ [Title] of _____ [Name of Bidding Entity] (the "**Bidder**"), and I am authorized to make this Affidavit on its behalf.
- Project:** This Affidavit is submitted in connection with the bid for Maintenance Building Renovation, Capital Project No. 2102 (the "**Project**") for the **Four Rivers Sanitation Authority ("FRSA")**.
- Responsible Bidder Status:** I certify that the Bidder meets the definition of a "**Responsible Bidder**" as set forth in the FRSA Responsible Bidder Ordinance for projects estimated to cost over \$40,000.
- Apprenticeship Program Participation:** The Bidder, and all subcontractors at any tier, participate in active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship and Training (or its successor) for each of the trades of work contemplated under the awarded contract.
- Evidence of Participation:** Attached to the bid (or to be provided as required) are copies of the applicable apprenticeship standards and apprenticeship agreement(s) for any contractor(s) who will perform work on the project site.
- Subcontractor Compliance:** The Bidder shall require all subcontractors for this FRSA Project to comply with the requirements of this Ordinance.
- Verification:** I understand that FRSA may request additional documentation to verify that the apprenticeship program is active and registered.
- Acknowledgment of Penalties:** I acknowledge that failure to provide this Affidavit or proof of participation shall render the bid non-responsive and subject to disqualification. Further, I understand that failure to comply with these requirements during the performance of the contract may result in being deemed in default, withholding of payments, and contract termination.
- Exemptions:** I certify that the work for which this bid is submitted is not exclusively dedicated to the transportation of materials and equipment, nor does it consist solely of the maintenance, repair, or installation of lining of sanitary sewer lines, unless a specific waiver has been granted by FRSA.

FURTHER AFFIANT SAYETH NOT.

[Signature of Affiant]

SUBSCRIBED AND SWORN to
before me this ____ day of _____, 20__.

NOTARY PUBLIC

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 unto the Four Rivers Sanitation Authority (FRSA) of Winnebago County, Illinois, in the full and just sum of: **FIVE (5%) OF THE TOTAL BID PRICE** good lawful money of the United States of America, to be paid upon demand of the FRSA, 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 FRSA, a proposal. The Maintenance Building Renovation project consists of roof replacement, interior ceiling demolition and replacement, curtain wall removal and replacement with a storefront system, concrete floor repair work, existing hydraulic lift removal and hydraulic equipment relocation, demolition and replacement of HVAC equipment, and all other work as indicated on the plans and in the specifications. Alternates include furnishing and installing heat pump units in lieu of cooling only condensing units, installation of a hard-coat EIFS system, and exterior painting.

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 FRSA, and execute a sufficient and satisfactory Contract Performance Bond payable to said FRSA in an amount of one hundred percent (100%) of the Contract price (including alternates) in form and with security satisfactory to said FRSA, 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 FRSA, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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: _____

Not to be used for bidding purposes

Agreement

1. General

THIS AGREEMENT, made and concluded this _____ day of _____, 2026, between the Four Rivers Sanitation Authority (FRSA), Rockford, Illinois, 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 FRSA and according to the terms expressed in the Bond referring to these presents, the Contractor agrees with FRSA 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 FRSA 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

FRSA 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 FRSA 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 FRSA, its officers and agents from any injury done to 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 FRSA, the FRSA 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 FRSA 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 FRSA from all suits, claims, and actions brought against it, and all cost, and damages which FRSA 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 FRSA or its representative, or who shall be deemed by FRSA 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 FRSA.

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

FRSA 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 FRSA receives an acceptable invoice prior to the tenth day of the month and receives approval of the work by the FRSA's Director of Engineering, FRSA shall issue payment before the fifth day of the succeeding month. If FRSA receives an acceptable invoice on or after the tenth day of the month, FRSA shall issue payment before the fifth day of the second succeeding month.

FRSA 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.

8. Subcontracts

No part of the work herein provided for shall be sublet or subcontracted without the express consent of FRSA, 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 FRSA 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 FRSA projects to submit certified payroll reports via the State's Certified Transcript of Payroll Portal currently found at: <https://labor.illinois.gov/laws-rules/conmed/certifiedtranscriptofpayroll.html>. 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 FRSA 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 101-0221, 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;
- (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 FRSA award of a contract, FRSA will be provided this information described no more than ten working days after FRSA issues its award notification.

The Contractor shall comply with Public Act 96-929 (30 ILCS 570) 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 Friday, January 15, 2027.

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.

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.

(Seal)

Four Rivers Sanitation Authority
Winnebago County, Illinois

By _____
President, Board of Trustees

ATTEST: _____
Clerk of the Board

Contractor

(Corporate Seal)

By _____
Contractor's Officer

Name: _____

Title: _____

Date: _____

ATTEST: _____

Not to be used for bidding purposes

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 Four Rivers Sanitation Authority, 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 Four Rivers Sanitation Authority 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

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: _____
Signature

Printed Name

Title

By: _____
Attorney-in-Fact Signature

Printed Name

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Four Rivers Sanitation Authority has awarded to: _____ hereinafter designated as the “Principal”, a contract, dated, _____, for the Four Rivers Sanitation Authority.

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 Four Rivers Sanitation Authority 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 Four Rivers Sanitation Authority, 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 Four Rivers Sanitation Authority shall be named as beneficiary on this Performance Bond.

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: _____
Signature

Printed Name

Title

By: _____
Attorney-in-Fact Signature

Printed Name

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

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II

Project Manual

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**SECTION 00 0101
PROJECT TITLE PAGE
PROJECT MANUAL**

**FOR
MAINTENANCE BUILDING RENOVATION FOUR RIVERS SANITATION AUTHORITY
CAPITAL PROJECT NO. 2102**

**FOUR RIVERS SANITATION AUTHORITY
3501 KISHWAUKEE STREET
ROCKFORD , ILLINOIS 61109**

DATE: JUNE 30, 2026

PREPARED BY:

**BLAKEMORE ARCHITECTS, INC
400 N. 1ST STREET
ROCKFORD, ILLINOIS 61107
815-227-0023
WWW.BLAKEMORE-ARCHITECTS.COM**

END OF PROJECT TITLE PAGE

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**SECTION 00 0102
PROJECT INFORMATION**

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: Maintenance Building Renovation Four Rivers Sanitation Authority, located at: 3333 Kishwaukee Street, Rockford, Illinois (Project Location)
- B. Blakemore Architects Project Number:2025-16
- C. Four Rivers Sanitation Authority Capital Project Number:2102
- D. The Owner, hereinafter referred to as Owner: Four Rivers Sanitation Authority
 - 1. Sales Tax Exemption Number: E999223696.

1.02 NOTICE TO PROSPECTIVE BIDDERS

- A. These documents constitute an Invitation to Bid to General Contractors for the construction of the project described below.
- B. Notice Date: 06-30-2026.

1.03 PROJECT DESCRIPTION

- A. Summary Project Description: The Maintenance Building Renovation project consist of Roof replacement, Interior ceiling demolition and replacement, curtain wall removal and replacement with a storefront system, concrete floor repair work, existing hydraulic lift removal and hydraulic equipment relocation, demolition and replacement of HVAC equipment and all other work as indicated on the plans and in the specifications. Alternates include furnishing and installing heat pump units in lieu of cooling only condensing units, installation of a hard-coat EIFS system, and exterior painting.

1.04 PROJECT CONSULTANTS

- A. Architect
 - 1. Blakemore Architects, Inc
 - a. 400 North 1st Street
 - b. Rockford, Illinois 61107
 - c. Brian Blakemore-Principal in charge
- B. Structural Engineer
 - 1. Core4 Engineering
 - a. 12308 North Corporate Parkway
 - b. Suite 300 Mequon, WI 53092
 - c. 1-262-236-9372
 - d. Matt Christianson- President
- C. MEP Engineer: Oxford Engineering.
 - 1. Address: 804 Roundabout Court, Suite 100.
 - 2. City, State, Zip: Dundee, IL 60118.
 - 3. Phone/Fax: 847-783-0800.
 - 4. E-mail: j-seaton@oxford-engineering.com.

1.05 PROCUREMENT TIMETABLE

- A. Mandatory Pre-Bid conference will be held on: Thursday July 9, 2026 at 10:00 a.m. at Four Rivers Sanitation Authority's Administration Building at 3501 Kishwaukee Street, Rockford, Illinois. Bids will only be accepted from General Contractors who are in attendance at the Pre-Bid conference.
- B. Last Request for Information Due: 5 days prior to due date.
- C. Last Addendum (if necessary) will be issued no later than 3 business days prior to due date of bids.

- D. Bid Due Date: July 21, 2026, before 10:00 AM local time.
- E. Bid Opening to follow
- F. Bids May Not Be Withdrawn Until: 60 days after due date.
- G. Contract Time: To be stated in bid documents.
- H. Desired Final Completion Date: January 15, 2027.
- I. The Owner reserves the right to reject any or all bids received for this project. Any changes to the procurement timetable will be communicated by the Owner via Addendum.

1.06 PROCUREMENT DOCUMENTS

- A. Documents may be procured from Four Rivers Sanitation Authority
- B. Documents may be viewed at:
 - 1. Northern Illinois Building Contractors Association at 1111 S. Alpine Road in Rockford, Illinois.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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**SECTION 00 1113
ADVERTISEMENT FOR BIDS**

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, Illinois 61109

1.02 AND THE BLAKEMORE ARCHITECTS (HEREINAFTER REFERRED TO AS BLAKEMORE ARCHITECTS):

- A. Blakemore Architects, Inc
- B. Address: 400 N. 1st Street
- C. Rockford, Illinois 61107

1.03 DATE: JUNE 30, 2026

1.04 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to Owner for construction of a renovation project located at:
3501 Kishwaukee Street
Rockford, Illinois 61109

1.05 SIGNATURE

- A. For: Four Rivers Sanitation Authority
- B. By: _____
 - 1. Signed: _____
 - 2. (Authorized signing officer)

END OF SECTION

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**SECTION 00 2113
INSTRUCTIONS TO BIDDERS**

SUMMARY

1.01 THE INSTRUCTIONS IN THIS DOCUMENT AMEND OR SUPPLEMENT THE INSTRUCTIONS TO BIDDERS AND OTHER PROVISIONS OF THE BIDDING AND CONTRACT DOCUMENTS.

1.02 DOCUMENT INCLUDES

- A. Invitation
 - 1. Bid Submission
 - 2. Work Identified in Contract Documents
 - 3. Contract Time
- B. Bid Documents and Contract Documents
 - 1. Definitions
 - 2. Contract Documents Identification
 - 3. Inquiries/Addenda
- C. Qualifications
 - 1. Prequalification
 - 2. Subcontractors/Suppliers/Others
- D. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer

INVITATION

2.01 BID SUBMISSION

- A. Bids signed, executed, and dated will be received at the office of Four Rivers Sanitation Authority (FRSA) at 3501 Kishwaukee Street, Rockford, Illinois
- B. Offers will be opened publicly immediately after the time for receipt of bids.

2.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete project named Maintenance Building Renovation, Four Rivers Sanitation Authority for a Stipulated Sum contract, in accordance with Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Summary Project Description: The Maintenance Building Renovation project consist of Roof replacement, Interior ceiling demolition and replacement, curtain wall removal and replacement with a storefront system, concrete floor repair work, existing hydraulic lift removal and hydraulic equipment relocation, demolition and replacement of HVAC equipment and all other work as indicated on the plans and in the specifications. Alternates include furnishing and installing heat pump units in lieu of cooling only condensing units, installation of a hard-coat EIFS system, and exterior painting.
- B. Permit Information:
 - 1. City Building Permit: Owner submitted application to City, General Contractor responsibility for Permit fees.

2.04 CONTRACT TIME

- A. The bidder, in submitting an offer, accepts the Contract Time period stated by FRSA for performing the Work. The completion date in the Agreement shall be January 15, 2027. The bidder may suggest a revision to the Contract Time with a specific adjustment to the Bid Amount.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid and Instructions to Bidders.
- B. Bid, Offer, or Bidding: Act of submitting an offer under seal.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project Number BA 2025-16, as prepared by Blakemore Architects who is located at 400 N. 1st Street, Rockford, Illinois 61107, and with contents as identified in the Project Manual and Drawings.

3.03 AVAILABILITY

- A. One sets of Bid Documents can be obtained by bidders upon receipt of a deposit, by certified check, in the amount of \$50.00 for one set. Only Four Rivers Sanitation Authority will distribute bid documents.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

- A. Bid documents may be obtained at a cost of \$50.00 per set (non-refundable) by contacting the FRSA Engineering Department at 815-387-7660.
- B. Bid Documents are on display at the offices of the following construction plan rooms:
 - 1. Northern Illinois Building Contractors Association-1111 S. Alpine Street, Rockford, Illinois.
 - 2. Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, Illinois by appointment.
- C. Upon receipt of Bid Documents verify that documents are complete. Notify FRSA who will then notify Blakemore Architects should the documents be incomplete.
- D. Immediately notify FRSA who will then notify Blakemore Architects upon finding discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

- A. Direct questions to Nikelle Synove at FRSA, telephone 815-543-2775 or email: nsynove@Fourrivers.illinois.gov
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarification requests from bidders will be accepted up to 5 business days prior to due date of bids. Final Addendum (as necessary) will be issued no later than 3 business days prior to due date of bids.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. A visit to the project site will follow the pre-bid meeting. Further site visits can be made and be arranged for bidders by FRSA: On a date and time to be arranged with FRSA

4.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled for 10:00 a.m. on the 9th day of July at the location of Steve Graceffa Administration Building Board Room located at 3501 Kishwaukee Street, Rockford, Illinois .

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State.

OFFER ACCEPTANCE/REJECTION

6.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

6.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Blakemore Architects on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

END OF INSTRUCTIONS TO BIDDERS

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AIA DOCUMENT A701-1997

Instructions to Bidders

TABLE OF ARTICLES

1. DEFINITIONS
2. BIDDER'S REPRESENTATIONS
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
- 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

- 2.1 The Bidder by making a Bid represents that:
- 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
- 2.1.2 The Bid is made in compliance with the Bidding Documents.
- 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.



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ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.



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3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Paragraph 6.2.



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4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected:

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

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

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.



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5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

6.3 SUBMITTALS

6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- 1 a designation of the Work to be performed with the Bidder's own forces;
- 2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- 3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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



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ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1.

7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

7.2.3 The bonds shall be dated on or after the date of the Contract.

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.



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INSTRUCTIONS TO BIDDERS

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292



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**SECTION 00 7200
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

SUPPLEMENTARY CONDITIONS

2.01 REFER TO DOCUMENT 00 7301 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF SECTION

Not to be used for bidding purposes

AIA[®] Document A201[®] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Renovations to existing Maintenance Building - General Construction Bid
3501 Kishwaukee Street
Rockford, Illinois 61109

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THE OWNER:

(Name, legal status and address)

Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, Illinois 61109

THE ARCHITECT:

(Name, legal status and address)

Blakemore Architects, Inc
400 N. First Street
Rockford, Illinois 61107

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 CONCEALED OR UNKNOWN CONDITIONS

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled

to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce

other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum, and
- .3 The extent of the adjustment, if any, in the Contract Time

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards, however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Not to be used for bidding purposes

**SECTION 00 7301
SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

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ARTICLE 1 GENERAL PROVISIONS

A. The "General Conditions of the Contract for Construction" AIA Document A201, 2007 Edition; Articles 1 through 14, is a part of the Contract Documents attached herein.

B. The aforementioned AIA General Conditions shall remain in effect except for such modifications or deletions and such supplementary conditions as specified in this Section. Unaltered portions of the General Conditions shall remain in effect.

1.1 BASIC DEFINITIONS

A. Section 1.1 of the General Conditions is supplemented as follows:

1.1.3 The term "General Work" shall mean the work, other than Mechanical and Electrical Work, specified in any or all Sections of Divisions 1 through 14.

The term "Mechanical Work" shall mean the Plumbing, Heating and Ventilating Work specified in any or all Sections of Divisions 1 and 15 and other Divisions specified. The term "Electrical Work" shall mean the Electrical Work specified in any or all Sections of Divisions 1 and 16 and other Divisions specified.

1.1.4 Where the word "building", "project" or "work" occurs herein or in the Specifications, it shall be construed as applying to all buildings. In all cases where device, material, units or part of equipment is referred to as singular in number, it is intended that such reference shall apply to as many such devices as are required to complete project and/or work on the project.

1.1.5 "Provide" wherever used on the drawings shall mean "furnish and install in place".

1.1.6 "Provide" wherever used in the specifications or on the drawings shall mean "furnish and install in place".

1.1.7 The term "Project Manual" shall mean the volume that includes the Bidding Requirements, Conditions of the Contract and the Specifications and other technical data and soil boring reports.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

A. Subparagraph 1.2.1 of the General Conditions is supplemented as follows:

1. In the case of an inconsistency between drawings and specifications or within either document, not clarified by addenda, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

2. The Contractor shall provide all work and materials which any Section or part of the drawings, specifications or conditions require him to provide regardless of whether such requirement is or is not faithfully repeated in other parts of documents thereof to which the provision might be appropriate.

3. Where new rooms are shown on the floor plans but are not listed in the Room Finish Schedule, those rooms shall be finished the same as other rooms of a similar nature as listed in the Room Finish Schedule. Where new doors are designated on the floor plans but are not listed in the Door Schedule, provide doors, frames and hardware of the same type as are to be provided for rooms of a similar nature.

B. Sub-paragraph 1.2.2 of the General Conditions is supplemented as follows:

1. Project Manual Explanation:

a. Project Manual is composed of Title Page, Index, Bidding Requirements and Forms, Conditions of the Contract and Specifications. Divisions and Sections are arranged in format conforming to the 16 Division System of the CSI.

b. Where Sections contain "Work Includes" list, it merely serves as a table of contents for items described in the Section and is not intended to limit or restrict volume or type of work required by the Section of Specifications.

c. Imperative language is used generally in the specifications. Except as otherwise specified, requirements expressed imperatively are to be performed by the Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe the responsibilities which must be fulfilled indirectly by the Contractor or, when so noted, by others.

C. Subparagraph 1.2.3 of the General Conditions is supplemented as follows:

1. Where materials or devices are specified in these documents by reference to Government, Manufacturer's Association or Professional Society Standards, the pertinent sections of the latest edition of such standards, unless otherwise specified, shall have the same force and effect as if set forth in full in these specifications. The following abbreviations will be used as indicated for the principal societies:

AASHTO American Association of State Highway & Transportation Officials

ACI American Concrete Institute

AIA American Institute of Architects

AIEE American Institute of Electrical Engineers

AISC American Institute of Steel Construction

AMCA Air Moving and Conditioning Association

ANSI American National Standards Institute

ASCE American Society of Civil Engineers

ASME American Society of Mechanical Engineers

ASTM American Society of Testing Materials

AWI Architectural Woodwork Institute

AWS American Welding Society

NEC National Electric Code

NFPA National Fire Protection Association

SMACNA Sheet Metal and Air Conditioning Contractors National Association

UL Underwriter's Laboratories

1.5 EXECUTION OF CONTRACT DOCUMENTS

A. Subparagraph 1.5.2 of the General Conditions is supplemented as follows:

1. Site Investigation:

a. By executing the Contract, the Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, including those bearing upon transportation, disposal, handling and storage of materials,

availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed prior to and during the execution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from any obligation with respect to his Contract.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

A. For the purpose of definition under Article 3 CONTRACTOR, Paragraph 3.1 of the General Conditions is supplemented as follows:

3.1.1 Contractor: The word "Contractor" is recognized as a party to the contract. The term "Contractor" unless otherwise modified, shall mean the Contractor to whom the contract has been awarded to perform the work required by all drawings and all 16 Divisions of the specifications and all Addenda issued. The terms General Contractor, Plumbing Contractor, Heating Contractor, Electrical Contractor, etc., may appear in certain Sections for clarity of describing the responsibilities which must be fulfilled as part of their respective Divisions of work.

3.4 LABOR AND MATERIALS

A. Paragraph 3.4 of the General Conditions is supplemented as follows:

1. In order that ready availability of materials, parts or components for repair, replacement or expansion may be assured, all such materials, parts and components shall be obtained where feasible from sources that maintain a regular domestic stock. Foreign produced materials and components shall be used only with Architect's prior written approval.
2. Materials: Substitution, Acceptance. Materials are specified in the following ways:
 - a. Where materials are listed by manufacturer and trade name with no qualifying statement, comparable materials of other manufacturers complying with or exceeding the specification for the intended use, and as approved by the Architect, may be furnished. Such approved materials will be included in the bidding documents by Addendum or may be submitted on the substitution sheet of the Bid Form.
 - b. Where more than one material or manufacturer and trade name are listed, Contractor has the option of selecting any one of the manufacturers or materials named. Within 30 days after award of contract and before ordering material and equipment, contractor shall submit in quadruplicate to Architect, listing of manufacturers or materials contractor proposes to use.
 - c. Where material is listed by description or by SATM or Fed Spec numbers, any product meeting or exceeding requirements of such specification will be acceptable if material does not alter details as shown on drawings. If requested by Architect, evidence shall be furnished showing that material meets requirements of specifications.
 - d. Materials shall be new and of the weights, grades, thickness and quality specified. Manufactured items or equipment shall be based on names specified. In substituting items or equipment Contractor assumes responsibility for any changes in system or for modifications required in other work to accommodate such substitution, despite Architect's acceptance of the substitution, either in the specifications or in an Addendum, and shall coordinate with other contractors whose work may be affected by such substitution.
 - e. After the award of the Contract, substitutions will be considered only under one or more of the following conditions:
 - (1) Required for compliance with subsequent interpretation of code requirements or insurance regulations.
 - (2) Unavailability of specified products, through no fault of the Contractor.

(3) Subsequent information discloses inability of specified products to perform properly or to fit into designated space.

(4) When it is clearly seen, in the judgment of the Architect that a substitution would be substantially to the Owner's best interest, in terms of cost, time or other considerations.

f. Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be of the best grade of their respective kinds for the purpose. When required by the Specifications, or when called for by the Architect, the Contractor shall furnish to the Architect for his review the name of the manufacturer of materials, machinery, mechanical and other equipment which he contemplates incorporating in the work, together with their respective performance capacities and other pertinent information. Samples of materials shall be submitted for review when and as directed. Machinery or equipment materials and articles installed or used without such review shall be at the risk of subsequent rejection.

3. Anchors and/or Fasteners: Use of fibrous braid or non-metallic expansion shields will not be permitted for fastening any material or fabricated items.

4. Labor: Contractors and subcontractors employed upon work shall be required to conform to labor laws of the State and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable thereto.

a. Work shall be performed by trained experienced personnel, skilled in their various crafts, under full time supervision of an approved engineer or foreman.

3.5 WARRANTY

A. Subparagraph 3.5.1 of the General Conditions is supplemented as follows:

1. The Contractor is obligated to correct, at his own expense for a period of one year or such longer period as may be specified, all work found defective or not in accordance with the contract documents. This shall not establish a period of limitation with respect to any other obligation that the Contractor might have under the contract.

3.6 TAXES

A. Subparagraph 3.6.1 of the General Conditions is supplemented as follows:

1. The Contractor shall also pay unemployment and social security taxes or other taxes imposed by Local, City, State or Federal governmental bodies. If the tax laws are subsequently amended by legislation during the life of the contract, the Contractor shall provide the net change caused by such amendment.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

A. Subparagraph 3.10.1 of the General Conditions is supplemented as follows:

1. As soon as possible, the Contractor shall develop a construction Schedule for his work and make copies for Architect's information. The contractor shall issue a copy of his schedule to the subcontractors for mechanical and electrical, who, in turn, shall promptly prepare construction schedules for their work. The General Contractor shall then make a combined Horizontal Bar Chart of Work for all parties involved, which will be used throughout construction to keep this project on schedule.

2. The Horizontal Bar Chart for the Work shall be posted in the project construction office and shall be brought up to date monthly by the General Contractor. Updated charts shall include schedule changes for the work of all prime contractors involved. Copies of updated bar charts shall be sent to the Owner and the Architect monthly.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

A. Subparagraph 3.11.1 of the General Conditions is supplemented as follows:

1. The Contractor shall maintain record drawings throughout the construction of the project and shall be held solely responsible for their accuracy in accordance with Section 01700.

The contractor shall update all modifications in the general site and building construction and

shall require that all subcontractors update their respective record drawings one or more times each week. Contractor payment is contingent upon receipt of updated as built drawings and specifications.

2. Record drawings shall be turned over to the Architect at completion of the project.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Subparagraph 3.12.1 of the General Conditions is supplemented as follows:

1. Only shop drawings that have been reviewed by Contractor and Architect shall be used at the jobsite and all copies shall bear the stamps of both the Contractor and Architect indicating general conformance to the design concept and contract documents. The contractor is required to review the shop drawings in detail for compliance with all applicable code requirements. The review made by the architect is advisory only and applies to the design arrangement and interpretation. This review shall not be construed as relieving the Contractor from compliance with the contract documents nor does it relieve the contractor (or their subcontractors) of responsibility for accuracy of details, dimensions or quantities. Changes on contract requirements cannot be made via shop drawing review but only by a properly executed change order.

3.18 INDEMNIFICATION

A. Paragraph 3.18 of the General Conditions is supplemented as follows:

1. Add a new subparagraph numbered 3.18.3 as follows: "None of the foregoing provisions shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them or either of them at common law".

2. Add a new subparagraph numbered 3.18.4 as follows: "In the event that any party is requested but refuses to honor the indemnity obligation hereunder, then the party indemnifying shall, in addition to all other obligations, pay the cost of bringing any such action, including attorneys fees, to the party requesting indemnity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 MUTUAL RESPONSIBILITY

A. Subparagraph 6.2.2 of the General Conditions is supplemented as follows:

1. Each contractor shall perform work in proper sequence in relation to that of other contractors. Mechanical contractors shall fit their piping and ductwork into structure as job conditions may demand. Final decision as to right-of-way and run of pipes, ducts etc., shall be made by Architect or his representative at project coordination meetings.

2. Each contractor and subcontractor shall obtain complete data at site and inspect surfaces that are to receive his work before proceeding with his work; shall be solely responsible for accuracy of measurements and laying out of work; shall correct errors or defects due to faulty measurements taken, information obtained, layout or due to failure to report discrepancies.

Work of previous contracts found to be unacceptable to receive work of this contract shall be reported to the Architect by contractors finding such conditions prior to beginning of the work.

3. Each contractor shall give due notice and proper information to other contractors of any special provision necessary for the placing and setting of his work coming in contact with work of other contractors. Failing to do so in proper time, he shall be held responsible and shall pay for any and all alterations and repairs necessitated by such neglect.

4. Each contractor shall cooperate in every way possible to allow for installation of equipment that is to be provided by Owner or Equipment Contractors during the course of the construction.

5. Each contractor shall furnish and install during the progress of construction all necessary sleeves, hangers etc., required for his work. Installation must be done at such time and in such a manner as not to delay or interfere with any other building operation. Where any such work has not been done, or coordinated with the other trades, and where the proper installation of all apparatus and materials included in the specification is governed thereby, or where correction of defective work or where additional work is ordered, which requires cutting or fitting, the Contractor responsible for such defective or ill-timed work shall, at his own expense, do all such cutting, fitting, patching or repairing.

6. The fire protection contractor shall meet with all other subcontractors, and the General Contractor to assure that the fire protection systems in no way hinder any other trade or subcontractor or systems.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

A. Subparagraph 7.1.1 of the General Conditions is supplemented as follows:

No contractor shall have the right to prosecute or a suit-at-law to recover for an extra, unless his claim is based upon written change order signed by Owner.

B. Subparagraph 7.2.1 of the General Conditions is supplemented as follows:

In addition to information required by the General Conditions, Change Orders shall include itemized costs of related accessories separate from the cost of each item.

ARTICLE 8 TIME

8.2 PROGRESS AND COMPLETION

A. Subparagraph 8.2 of the General Conditions is supplemented as follows:

1. It is hereby understood and mutually agreed by and between Contractor and Owner that date of beginning, rate of progress and time for completion of work to be done hereunder are essential conditions of this contract.

2. Work shall proceed regularly, diligently and uninterrupted at such rate of progress as will insure the substantial completion of the work within the estimated completion time stated by Contractor or as otherwise established in the contract.

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

1. Payments for this project will follow standard FRSA process – progress payments prepared for signature in first 5 days of the month, signed copy returned to FRSA no later than the 10th of the month, payment to occur after approval at Board meeting which is the 4th Monday of the month. Retainage to be 10% until project completion.

9.8 SUBSTANTIAL COMPLETION

A. Subparagraph 9.8 of the General Conditions is supplemented and modified as follows:

1. When the Architect determines that the work or designated portions thereof are substantially complete, the Architect will establish the date of substantial completion, as defined hereafter, and the date of acceptance of work by the Owner, through the use of a Certificate of Substantial Completion (AIA Document G704) and through other closing procedures which the Architect may direct. In any case, the Architect will prepare for submission to the Contractor a list of items to be completed or corrected hereafter referred to as the “punch list”. The failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. The Architect will recommend final payment to the Contractor when the work on all punch lists is satisfactorily completed, all record drawings and guarantees are provided, and the Contractor meets all other requirements of the contract documents and paragraph 9.8 of the General Conditions.

2. Substantial Completion:

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy the Work or designated portion thereof for the use for which it is intended.

On the Certificate of Substantial Completion, a time shall be fixed, not to exceed sixty (60) days, within which the Contractor shall finish all items on the final punch list accompanying the Certificate.

9.9 PARTIAL OCCUPANCY OR USE

A. Subparagraph 9.9.1 of the General Conditions is supplemented as follows:

1. In addition to all other precautions required by the Contract, such as barricades, signs, warning lights, etc., to make project completely safe for public use, the Contractor should provide and maintain dust tight barriers in the event of partial occupancy before substantial completion. Cost of barriers shall be paid by Contractor if project is behind schedule and by Owner if project is ahead of schedule.

2. Moving of equipment into building under other contracts or by the Owner will not constitute partial occupancy.

9.10 FINAL COMPLETION AND FINAL PAYMENT

A. Subparagraph 9.10.2 of the General Conditions is supplemented as follows:

1. Liens:

a. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, delivers to the Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and if required in either case, an affidavit that, so far as he has knowledge or information, the releases and receipts include all labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and attorneys' fees.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

A. Subparagraph 11.1.1 of the General Conditions is supplemented as follows:

1. During the term of the contract, the Contractor shall, at his own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner:

a. Workmen's Compensation including Occupational Disease and Employer's Liability Insurance.

1) State: Statutory amounts and coverage as required by Workman's Compensation Laws.

2) Worker's compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$500,000 per occurrence, per employee for disease and \$500,000 aggregate for disease.

b. Comprehensive General Liability: Including coverage for direct operations, sublet work, contractual liability, completed operations and products liability, with limits not less than those stated below, which insurance shall fully protect him from claims for damages for bodily injury including accidental death, as well as claims or property damage and loss of use of property which may arise from activities under or incidental to the Contract, whether such activities be by himself or any of his subcontractors, or by anyone directly or indirectly employed or otherwise contracted by any of them.

1) Commercial general liability insurance with:

a) Limits of not less than \$1,000,000.00.

b) Coverage to include:

i. Projects/completed operations to be maintained for a period of not less than three (3) years following the completion and final acceptance of the work;

ii. Project specific limits of liability;

iii. Contractual liability, specifically referring to the indemnity obligations in this Contract;

iv. Broad form property damage, including products/completed operations.

v. Personal injury liability with employee and contractual exclusions deleted.

- vi. Deletion of explosion, collapse and underground (XCU) exclusions;
- vii. Sever ability of interest and cross liability endorsements with copies attached to the certificate of insurance.

c)(Regarding Completed Operations and Products Liability - Continue coverage in force for one year after completion of the work and acceptance by the Owner.)

c. Personal Injury with Employment Exclusion Deleted:

- 1) \$500,000 aggregate
- 2. Comprehensive automobile liability insurance with limits of \$1,000,000.00 combined single limit covering owned, non-owned and hired vehicles.

B. Add a new subparagraph to General Conditions numbered 11.1.1.1, immediately prior to subparagraph 11.1.2 as follows:

- 1. The contractor shall also purchase and maintain such insurance as will protect the Owner (and his appointed "Owner's Representative") and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.
- 2. In any and all claims against the Owner (and his appointed " Owner's Representative") or the Architect or any of their agents or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the insurance obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workman's compensation acts, disability benefit acts or other employee benefit acts.
- 3. The insurance obligations of the Contractor under this Paragraph shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation of approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- 4. This insurance shall be for the same limits stated for the Contractor's other liability insurance.

C. Change the first line of subparagraph 11.1.2 of General Conditions to read as follows: "The insurance required by subparagraphs 11.1.1 and . . ."

D. All policies and certificates of insurance shall expressly provide that no less than sixty (60) days prior notice shall be given to Owner in the event of material alteration, cancellation or intent to non-renew the coverage evidenced by such policies or certificates of insurance.

E. Contractor shall carry sufficient comprehensive insurance on his equipment at site of work and en route to and from site to fully protect him; Contractor shall require the same coverage of his subcontractors. It is expressly understood and agreed that Owner and/or Architect shall have no responsibility therefore.

F. A certificate of insurance shall be filed with the Owner evidencing the coverage set forth above and including: An additional insured endorsement naming Owner, and any owned, affiliated or subsidiary company or corporation that is a party to this Contract and their board members, officers, employees, agents and consultants as additional insured. Any insurance maintained by the additional insureds shall be in excess of any coverage provided by the Contractor or its Subcontractors.

H. Intentionally left blank –

I. Contractors shall procure and maintain during the life of the Agreement, including any extensions thereof, the type of insurance specified, with insurance companies rated according to the most recent edition of A.M. Best, but not less than A (X).

1. Delete the semicolon at the end of Clause 11.1.1.1 and add:

including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

J. Delete the semicolon at the end of Clause 11.1.1.2 and add:

or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause;

K. Add the following clauses 11.1.1.9:

1. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- a. Premises Operations (including X, C and U coverage as applicable).
- b. Independent Contractors' Protective.
- c. Products and Completed Operations.
- d. Personal Injury Liability with Employment Exclusion deleted.
- e. Owned, non-owned and hired motor vehicles.
- f. Broad Form Property Damage including Completed Operations.
- g. Completed operations coverage for two years after completion of the Work or for such longer period of time as described in the Contract Documents.
- h. Waiver of Subrogation in favor of the additional insureds.
- i. All policy or endorsements limitations relating specifically to operations pertaining to railroad property shall be eliminated. This is required only if the Work is on or within railroad property.

L. Add the following Clause 11.1.2.1 to 11.1.2:

1. The Contractor's Liability Insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

- a. State Statutory
- b. Applicable Federal Statutory
- c. Employer's Liability: \$1,000,000 per Accident \$1,000,000 Each Occurrence
- d. Disease Policy Limit: \$1,000,000 Disease Each Employee

2. Commercial General Liability (including Premises Operations; Independent Contractor's Protective, Products and completed operations, Broad Form Property Damage): The limits of liability shall be written on an occurrence basis and shall provide coverage for not less than the following amounts:

- a. Bodily Injury: \$1,000,000 Each Occurrence, \$1,000,000 Aggregate
- b. Property Damage: \$1,000,000 Each Occurrence, \$1,000,000 Aggregate
- c. Products and Completed Operations to be maintained for three (3) years after final payment: \$1,000,000 Each Occurrence, \$1,000,000 Aggregate
- d. Property Damage Liability Insurance shall provide X, C and U coverage.
- e. Broad Form Property Damage Coverage shall include Completed Operations.
- f. Fire Legal Liability: \$100,000 Each Occurrence

Note: Owner is added as an Additional Insured by Endorsement on the commercial general liability policy.

3. Broad Form Contractual Liability

- a. Bodily Injury: \$1,000,000 Each Occurrence, \$1,000,000 Aggregate
- b. Property Damage: \$1,000,000 Each Occurrence, \$1,000,000 Aggregate
- c. Personal Injury with Employment Exclusion deleted: \$1,000,000 Aggregate

4. Personal Injury Liability with Employment Exclusion deleted: \$1,000,000 Aggregate

5. Business Auto Liability (including owned, non-owned and hired vehicles):

- a. Bodily Injury: \$1,000,000 Each Occurrence, \$1,000,000 Aggregate

b. Property Damage: \$1,000,000 Each Occurrence

Note: Owner is added as an Additional Insured by Endorsement on the automobile liability policy.

6. Umbrella Excess Liability

a. \$2,000,000 Occurrence

b. \$2,000,000 Aggregate

c. \$10,000 for self insured hazards each occurrence

7. Aircraft Liability (owned and un-owned) when Aircraft are used in the performance of the Contract: \$10,000,000 each occurrence combined single limit for bodily injury and property damage.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

A. Subparagraph 12.2.1 of the General Conditions is supplemented as follows:

1. Approval of any material or work at any stage of construction will not prevent its subsequent rejection for cause.

2. Guarantees and Warranties:

a. Nothing herein intends or implies that warranties or guarantees shall apply to work which has been abused or neglected by Owner or his successor in interest, or which has been subject to usual wear and tear or accidental damage not chargeable to Contractor or his agents.

b. Guarantee and Warranty time periods shall commence with the date of acceptance by Owner of the Certificate of Substantial Completion except as related to items of incomplete or uncorrected work noted on the Certificate's Punch List. The guarantee and warranty time periods for Punch List item shall commence with the date of Final Completion established by the Architect's issuance of the final certificate of payment.

c. The Contractor is obligated to correct at his own expense for a period of one year or such longer period as may be specified, all work found defective or not in accordance with the contract documents. This shall not establish a period of limitation with respect to any other obligation, which the Contractor might have under the contract.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.5 TESTS AND INSPECTIONS

A. Subparagraph 13.5.2 of the General Conditions is supplemented as follows:

1. The laboratory or inspection agency will be contracted by the General Contractor to perform, or cause to be performed, tests necessary to determine if specified results have been obtained. Contractor shall call for and schedule testing.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

A. Subparagraph 14.1.1 of the General Conditions is supplemented as follows:

1. If the work should be stopped under an order of any court, or other public authority for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the contractor may, upon twenty-one (21) days written notice to the Owner and the Architect, terminate this Contract and recover from the Owner payment for all work executed and any proven loss sustained for any materials and reasonable profit and damages.

2. If the Architect, or Owner if the architect is not reviewing payment requests under design build projects, has not issued a certificate for payment, through no fault of the Contractor, within twenty-one (21) days after the contractor's formal request for payment, or if the Owner has not made payment to the Contractor within twenty-one (21) days of its maturity and presentation, then the Contractor may, upon twenty-one (21) days written notice to the Owner and Architect, stop the work or terminate this Contract as set out in the preceding paragraph.

ARTICLE 15 CLAIMS AND DISPUTES

15.1 CLAIMS AND DISPUTES

A. Subparagraph 15.1 of the General Conditions is supplemented as follows:

1. Whenever any employee, agent or other representative of Contractor, or any employee, agent or other representative of a subcontractor, whose activities on or about the site arise out of the work of a contractor, shall cause or be a substantial factor in causing any damage (including but not limited to breaking, burning, overheating, freezing, exposing disconnecting, misconnecting, failing to guard or protect, and depriving of support) to the work, materials or property of a third party (including but not limited to the Owner, other contractors, subcontractors, material suppliers, delivery persons, frequenters, security holders, adjacent land owners, bodies politic, utilities or members of the public) such Contractor or Subcontractor shall promptly proceed to remedy and correct such damage and to pay all costs, expenses and damages involved. To the extent that such Contractor or Subcontractor shall fail to do so, he shall be accountable, under his contract with the Owner, for all damages to the Owner directly or consequentially arising there from whether liquidated or not, and whether certain or contingent, including but not limited to costs of renovation, repair, replacement or relocation, vicarious liabilities, losses by delays, charges for architectural or their services, and extra costs, charges, work or materials of every description. Upon certification by the Architect of the identity of the responsible party and of the extent of such damage so cause, Owner shall be entitled for its security, to withhold or deduct from payments otherwise due such contractor any sum reasonably estimated to be required to secure Owner's right to such account, until Owner shall otherwise be fully indemnified and made whole. Such liability to account shall be deemed contractual and shall arise regardless of whether or not circumstances of conventional tort are present or proven, and shall bind the sureties and indemnitors of such Contractor or Subcontractor but the Owner shall not be deemed to have waived, released, settled or otherwise impaired its right to full account by reason of any payment, withholding, deduction, failure to withhold or deduct, or other form of claim or failure to claim; and in no event shall exercise or non-exercise of the Owner's right to be deemed or implied to impose on the Owner any liability toward any other person; or to affect, except as expressly provided, the rights or liabilities of any of the parties arising independently of this provision.

2. Whenever the Contractor or Subcontractors whose activities cause any such damage cannot in the opinion of the Architect, be specifically ascertained, or whenever a Contractor's or Subcontractor's proportionate responsibility to account therefore according to the foregoing provisions cannot, in the opinion of the Architect, be finally determined, the party to whose work sections the damage pertains shall proceed promptly to remedy and correct such damage, as extra work, and the reasonable charges for so doing, together with the amounts of any further damages which may so arise, shall be certified by the Architect to the Owner, with authorization to charge the aggregate sum to the respective accounts of all contractors who, directly or through subcontractors, material suppliers or delivery persons were engaged in any activity at the site of the damage when it arose, in proportion to the gross amounts of their respective contracts. Such allocated accountability shall continue as security to the Owner, until a different accountability is ascertained, in the opinion of the Architect or until the Owner is otherwise fully indemnified and made whole.

END OF SECTION

**SECTION 01 1000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Owner's Name: Four Rivers Sanitation Authority.
- B. Architects's Name: Blakemore Architects, Inc.
- C. Summary Project Description: The Maintenance Building Renovation project consist of Roof replacement, Interior ceiling demolition and replacement, curtain wall removal and replacement with a storefront system, concrete floor repair work, existing hydraulic lift removal and hydraulic equipment relocation, demolition and replacement of HVAC equipment and all other work as indicated on the plans and in the specifications. Alternates include furnishing and installing heat pump units in lieu of cooling only condensing units, installation of a hard-coat EIFS system, and exterior painting.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based upon a lump sum as described in Proposal.

1.03 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
- B. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Not to be used for bidding purposes

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**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Document 00 7200 - General Conditions
- B. Document 00 7301 - Supplementary Conditions.

1.03 SCHEDULE OF VALUES

- A. Forms filled out by hand will not be accepted.
- B. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- E. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Monthly. 1 copy of Pay Request along with waivers to be submitted directly to FRSA.
- B. Forms filled out by hand will not be accepted.
- C. Present required information in typewritten form.
- D. Form: AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet including continuation sheets when required.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.

- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 3000.
 - 2. Construction progress schedule, revised and current as specified in Section 01 3000.
 - 3. Partial release of liens from all Subcontractors and vendors.
 - 4. Project record documents as specified in Section 01 7800, for review by Owner which will be returned to the Contractor.
 - 5. Affidavits attesting to off-site stored products.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.
- B. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- C. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- D. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- E. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2500
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 2113 - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures, coordination.
- C. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
- D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Blakemore Architects, in order to stay on approved project schedule.
- B. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Blakemore Architects, in order to stay on approved project schedule.
 - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 - 3. Bear the costs engendered by proposed substitution of:

- a. Owner's compensation to the Blakemore Architects for any required redesign, time spent processing and evaluating the request.

3.03 RESOLUTION

- A. Blakemore Architects may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.

3.04 ACCEPTANCE

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

END OF SECTION

Not to be used for bidding purposes

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Number of copies of submittals.
- B. Requests for Interpretation (RFI) procedures.
- C. Submittal procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.

3.02 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Shop drawings.
- B. Submit to FRSA who will distribute to Blakemore Architects for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

3.03 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Shop Drawings.
- B. Submit for Blakemore Architects's knowledge as architect for Owner.

3.04 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Larger Sheets, Not Larger Than 36 by 48 inches: Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by FRSA and Blakemore Architects.

3.05 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Deliver submittals to FRSA who will distribute to Blakemore Architects at business address.
 - 3. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 - 4. When revised for resubmission, identify all changes made since previous submission.
 - 5. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
- B. Shop Drawing Procedures:

1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Do not reproduce Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
 - D. When revised for resubmission, identify all changes made since previous submission.
 - E. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
 - F. Submittals not requested will not be recognized or processed.

END OF SECTION

Not to be used for bidding purposes

**SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Construction progress schedule, bar chart type.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Work sequence.

1.03 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Submit updated schedule every 30 days to Owner and Architect.
- D. Submit under transmittal letter form specified in Section 01 3000 - Administrative Requirements.

1.04 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify work of separate stages and other logically grouped activities.
- C. Include conferences and meetings in schedule.
- D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- E. Provide legend for symbols and abbreviations used.

3.02 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.03 REVIEW AND EVALUATION OF SCHEDULE

- A. Evaluate project status to determine work behind schedule and work ahead of schedule.
- B. After review, revise as necessary as result of review, and resubmit within 10 days.

3.04 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

3.05 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Blakemore Architects, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

Not to be used for bidding purposes

**SECTION 01 4000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Submittals.
- C. Quality assurance.
- D. Control of installation.
- E. Tolerances.
- F. Testing and inspection agencies and services.
- G. Control of installation.
- H. Mock-ups.
- I. Tolerances.
- J. Manufacturers' field services.
- K. Defect Assessment.
- L. Construction Staking.

1.02 RELATED REQUIREMENTS

- A. Document 00 3100 - Available Project Information: Soil investigation data.
- B. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.
- C. Section 01 3000 - Administrative Requirements: Submittal procedures.
- D. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- C. Design Data: Submit for Blakemore Architects's knowledge and for Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
 - 1. Include required product data and shop drawings.
 - 2. Include a statement or certification attesting that design data complies with criteria indicated, such as building codes, loads, functional, and similar engineering requirements.
 - 3. Include signature and seal of design professional responsible for allocated design services on calculations and drawings.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to Blakemore Architects and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.

- i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Blakemore Architects, provide interpretation of results.
- 2. Test reports are submitted for Blakemore Architects's knowledge and for Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Blakemore Architects in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Blakemore Architects.
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- G. Manufacturer's Field Reports: Submit reports for Blakemore Architects's benefit and for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.04 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
 - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

1.05 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor shall provide surveyor services for all site, building and utility placement layout and staking, and for verification of installed foundations.
- D. Contractor Employed Agency:
 - 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, and ASTM C1093.
 - 2. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Blakemore Architects before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.

- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

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

3.03 TESTING AND INSPECTION

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Blakemore Architects and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Blakemore Architects and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Blakemore Architects.
 - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not approve or accept any portion of the Work.
 - 2. Agency may not assume any duties of Contractor.
 - 3. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Blakemore Architects and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. All Quality Control Testing is the responsibility of the Contractor.

3.04 MANUFACTURERS' FIELD SERVICES

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

3.05 DEFECT ASSESSMENT

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

END OF SECTION

Not to be used for bidding purposes

**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers and enclosures.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Field offices.

1.02 RELATED REQUIREMENTS

- A. Section 01 5100 - Temporary Utilities.

1.03 TEMPORARY UTILITIES - SEE SECTION 01 5100

- A. Existing facilities may be used.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.07 SECURITY

- A. Protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.08 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Not to be used for bidding purposes

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- C. Section 01 4000 - Quality Requirements: Product quality monitoring.

1.03 REFERENCE STANDARDS

- A. NEMA MG 00001 - Motors and Generators; 2024.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

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

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Containing lead, cadmium, or asbestos.
- C. Provide interchangeable components by the same manufacture for components being replaced.
- D. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- E. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.
- B. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse Owner and Blakemore Architects for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Blakemore Architects will notify Contractor in writing of decision to accept or reject request.

3.02 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 - 2. Arrange and pay for product delivery to site.
 - 3. On delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. General Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples.

2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install and finish products.
4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

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

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- B. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- C. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 01 5100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
- E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- F. Section 07 8400 - Firestopping.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on work of Owner or separate Contractor.
 - g. Written permission of affected separate Contractor.
 - h. Date and time work will be executed.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS

- A. For survey work, G.C shall employ a land surveyor registered in Illinois. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in Illinois. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.

1.05 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion. Provide of necessary EPA permits.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
 - 5. Provide Silt fencing as required by local authority.
- E. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Owner and Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Blakemore Architects, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Contractor shall locate and protect survey control and reference points.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to civil engineer and owner.
- E. Utilize recognized engineering survey practices.
- F. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- G. Periodically verify layouts by same means.
- H. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Blakemore Architects before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications, and Security Systems): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.

3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- D. Execute cutting and patching including excavation and fill to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.
- E. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- F. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- G. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- H. Restore work with new products in accordance with requirements of Contract Documents.
- I. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- J. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- K. Patching:

1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
- L. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- M. Make neat transitions. Patch work to match adjacent work in texture and appearance.

3.08 PROGRESS CLEANING

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

3.09 PROTECTION OF INSTALLED WORK

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

3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of products to Owner's tenant personnel two weeks prior to date of Substantial Completion.

- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.13 FINAL CLEANING

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

3.14 CLOSEOUT PROCEDURES

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

3.15 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.

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

END OF SECTION

Not to be used for bidding purposes

**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect for review and then they will be forwarded to the Owner for review.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Blakemore Architects will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Blakemore Architects comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.

- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

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

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Provide control diagrams by controls manufacturer as installed.
- J. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- K. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- L. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- M. Include test and balancing reports.
- N. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Blakemore Architects, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- L. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 1. Part 1: Directory, listing names, addresses, and telephone numbers of Blakemore Architects, Contractor, Subcontractors, and major equipment suppliers.
 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.

- c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
- a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties and bonds.
- M. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Blakemore Architects , Consultants, and Contractor with name of responsible parties, schedule of products and systems, indexed to content of the volume.
- N. Provide a digital copy of all close-out documents and warrantee data.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

**SECTION 02 4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of built site elements.
- B. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- B. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

PART 3 EXECUTION

2.01 DEMOLITION

- A. Removal of roofing and trims/flashing, gutters, downspouts, curtain wall window system and HVAC components. Alternate bid A-1 for metal wall panels..

2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 6. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
 - 7. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
 - 8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements to remain in place and not removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.

2.03 EXISTING UTILITIES

- A. Protect existing utilities to remain from damage.
- B. Do not disrupt public utilities without permit from authority having jurisdiction.

- C. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- D. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

2.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
 - 1. Verify construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Blakemore Architects before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and required to accomplish new work.
 - 1. Remove items indicated on drawings.
- C. Services including, but not limited to, Electrical and Electrical: Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure. Provide shoring and bracing as required.
 - 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch to match new work.

2.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

**SECTION 05 4000
COLD-FORMED METAL FRAMING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Formed steel stud exterior wall and interior wall framing.
- B. Exterior wall sheathing.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Wood blocking and miscellaneous framing.
- B. Section 07 25 00 - Air and Vapor Retarders: Weather barrier over sheathing.

1.03 REFERENCE STANDARDS

- A. AISI S100-12 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2012.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- D. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable; 2015.
- E. ASTM C955 - Standard Specification for Load-Bearing (Transverse and Axial) Steel Studs, Runners (Tracks), and Bracing or Bridging for Screw Application of Gypsum Panel Products and Metal Plaster Bases; 2011c.
- F. ASTM C1007 - Standard Specification for Installation of Load Bearing (Transverse and Axial) Steel Studs and Related Accessories; 2011a.
- G. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2013.
- H. ASTM F 593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws and Studs.
- I. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on standard framing members; describe materials and finish, product criteria, limitations.
- C. Product Data: Provide manufacturer's data on factory-made framing connectors, showing compliance with requirements.
- D. Shop Drawings: Indicate component details, framed openings, bearing, anchorage, loading, welds, and type and location of fasteners, and accessories or items required of related work.
 - 1. Indicate stud layout.
 - 2. Describe method for securing studs to tracks and for bolted framing connections.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, and with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum three years experience.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Framing:
 - 1. Clark Dietrich Building Systems: www.clarkdietrich.com.
 - 2. Marino: www.marinoware.com.
 - 3. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Framing Connectors and Accessories:
 - 1. Same manufacturer as metal framing.

2.02 FRAMING SYSTEM

- A. Provide primary and secondary framing members, bridging, bracing, plates, gussets, clips, fittings, reinforcement, and fastenings as required to provide a complete framing system.
- B. Design Criteria: Provide completed framing system having the following characteristics:
 - 1. Design: Calculate structural characteristics of cold-formed steel framing members according to AISI S100-12.
 - 2. Structural Performance: Design, engineer, fabricate, and erect to withstand specified design loads for project conditions within required limits.
 - 3. Design Loads: As indicated on the drawings.
 - 4. Live load deflection meeting the following, unless otherwise indicated:
 - a. Exterior Walls: Maximum horizontal deflection under wind load of 1/240 of span where there is no masonry/stone veneer.
 - b. Exterior Walls with Veneer: Maximum horizontal deflection under wind load of 1/480 of span where there is masonry/stone veneer.
 - 5. Able to tolerate movement of components without damage, failure of joint seals, undue stress on fasteners, or other detrimental effects when subject to seasonal or cyclic day/night temperature ranges.
 - 6. Able to accommodate construction tolerances, deflection of building structural members, and clearances of intended openings.

2.03 FRAMING MATERIALS

- A. Studs and Track: ASTM C955 ; studs formed to channel, "C", or "Sigma" shape with punched web; U-shaped track in matching nominal width and compatible height.
 - 1. Provide components fabricated from ASTM A1008/A1008M, Designation SS (structural steel).
- B. Framing Connectors: Factory-made, formed steel sheet.
 - 1. Material: ASTM A653/A653M SS Grade 33 and 40 (minimum), with G90/Z275 hot dipped galvanized coating for base metal thickness less than 10 gage, 0.1345 inch, and factory punched holes and slots.
 - 2. Structural Performance: Maintain load and movement capacity required by applicable code, when evaluated in accordance with AISI S100-12 <<http://www.steel.org>>.
 - 3. Movement Connections: Provide mechanical anchorage devices that accommodate movement using slotted holes, shouldered screws or screws and anti-friction or stepped bushings, while maintaining structural performance of framing. Provide movement connections where indicated on drawings.
 - a. Where top of stud wall terminates below structural floor or roof, connect studs to structure in manner allowing vertical and horizontal movement of slab without affecting studs; allow for minimum movement of 1/2 inch.
 - b. Provide top track preassembled with connection devices spaced to fit stud spacing indicated on drawings; minimum track length of 10 feet.
 - 4. Fixed Connections: Provide non-movement connections for tie-down to foundation, floor-to-floor tie-down, roof-to-wall tie-down, joist hangers, gusset plates, and stiffeners.

2.04 WALL SHEATHING

- A. 5/8" Fire Treated plywood sheathing with water and air barrier applied.

2.05 ACCESSORIES

- A. Bracing, Furring, Bridging: Formed sheet steel, thickness determined for conditions encountered; finish to match framing components.
- B. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- C. Sill Gasket: 1/4 inch thick by plate width, closed cell plastic foam from continuous rolls. Provide Sill Seal manufactured by Dow, or approved equal.
- D. Water-Resistive Barrier: As specified in Section 07 25 00.

2.06 FASTENERS

- A. Self-Drilling, Self-Tapping Screws, Bolts, Nuts and Washers: Hot dip galvanized per ASTM A153/A153M.
- B. Anchorage Devices: Powder actuated.
- C. Welding: In conformance with AWS D1.1/D1.1M.

PART 3 EXECUTION

3.01 INSTALLATION OF STUDS

- A. Install components in accordance with manufacturers' instructions and ASTM C1007 requirements.
- B. Align floor and ceiling tracks; locate to wall layout. Secure in place with fasteners at maximum 24 inches on center. Coordinate installation of sealant with floor and ceiling tracks.
- C. Place exterior perimeter bottom track directly on sill gasket and secure to subfloor, at all floor levels.
- D. Place studs at 16 inches on center at first floor, 16 inches on center at second floor; not more than 2 inches from abutting walls and at each side of openings. Connect studs to tracks using fastener method.
- E. Construct corners using minimum of three studs. Install double studs at wall openings, door and window jambs, or as stated on the Drawings.
- F. Install load bearing studs full length in one piece. Splicing of studs is not permitted.
- G. Install load bearing studs, brace, and reinforce to develop full strength and achieve design requirements.
- H. Coordinate placement of insulation in multiple stud spaces made inaccessible after erection.
- I. Install intermediate studs above and below openings to align with wall stud spacing.
- J. Provide deflection allowance in stud track, directly below horizontal building framing at non-load bearing framing.
- K. Attach cross studs to studs for attachment of fixtures anchored to walls.
- L. Install framing between studs for attachment of mechanical and electrical items, and to prevent stud rotation.
- M. Touch-up field welds and damaged primed surfaces with primer.

3.02 WALL SHEATHING

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using self-tapping screws.
 - 1. Provide steel diagonal bracing at corners and where indicated on the Drawings.
 - 2. Place water-resistive barrier horizontally over wall sheathing, weather lapping edges and ends.
 - a. Repair tears and detached sheet seals as Work progresses with tape recommended by manufacturer.

END OF SECTION

**SECTION 06 1000
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof-mounted curbs.
- B. Roofing nailers.
- C. Preservative treated wood materials.
- D. Fire retardant treated wood materials.
- E. Wood nailers and curbs for roofing and items installed on roof pressure treated.
- F. Concealed wood blocking, nailers, and supports.
- G. Miscellaneous wood nailers.

1.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026.
- B. AWPA C9 - Plywood -- Preservative Treatment by Pressure Processes; American Wood-Preservers' Association; 2003.
- C. AWPA C20 - Structural Lumber -- Fire Retardant Treatment by Pressure Processes; American Wood-Preservers' Association; 2002.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide technical data on wood preservative materials and application instructions.
- C. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.

1.04 QUALITY ASSURANCE

- A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
- B. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
- C. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, and installation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir-Larch, unless otherwise indicated. Fire retardant treated.
 - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.
 - 3. Fire retardant treated.
- D. Miscellaneous Blocking, Furring, and Nailers:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.
 - 3. Fire retardant treated.

2.03 CONSTRUCTION PANELS

- A. APA Rated Plywood Parapet Wall Sheathing: Fire treated and Exterior Exposure Class :
- B. Other Applications:
 - 1. Other Locations: PS 1, C-D Plugged or better.

2.04 ACCESSORIES

- A. Metal and Finish of Fasteners:
 - 1. Untreated Wood: Unfinished steel.
- B. Water-Resistive Barrier: See Section 07 2500.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Exterior wall sheathing panels to be gapped 1/8" at all edges.

3.02 INSTALLATION OF ACCESSORIES AND MISCELLANEOUS WOOD

- A. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.
- B. Coordinate curb installation with installation of decking and support of deck openings.

3.03 INSTALLATION OF CONSTRUCTION PANELS

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using screws. Seal joints prior to paint panels in Stock Area.

3.04 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane, Other than Floors: 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

END OF SECTION

**SECTION 07 2100
THERMAL INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Batt insulation in exterior and interior wall construction.
- B. Batt insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.
- C. Spray foam to seal gaps and cracks at exterior envelope.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Supporting construction for batt insulation.
- B. Section 07 5400 - Thermoplastic Membrane Roofing: Installation requirements for board insulation over low slope roof deck.

1.03 REFERENCE STANDARDS

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2023.
- B. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2024.
- C. ASTM E136 - Standard Test Method for Assessing Combustibility of Materials Using a Vertical Tube Furnace at 750 Degrees C; 2026.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

PART 2 PRODUCTS

2.01 APPLICATIONS

- A. Insulation in Metal Framed Walls: Batt insulation with integral vapor retarder.

2.02 MINERAL FIBER BLANKET INSULATION MATERIALS

- A. Batt Insulation: ASTM C 665; preformed batt; friction fit, conforming to the following:
 - 1. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
 - 2. Thickness: as indicated on drawings.
 - 3. Facing: Aluminum foil, flame spread 25 rated; one side.
 - 4. Products:
 - a. CertainTeed Corporation; .: www.certainteed.com.
 - b. Johns Manville; .: www.jm.com.
 - c. Owens Corning Corp: www.owenscorning.com.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.

2.03 ACCESSORIES

- A. Sheet Vapor Retarder: Sheet polyethylene film for above grade application, 10 mil, 0.010 inch thick.
- B. Tape: Reinforced polyethylene film with acrylic pressure sensitive adhesive.
 - 1. Application: Sealing of interior circular penetrations, such as pipes or cables.
 - 2. Width: Are required for application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

3.02 BATT INSTALLATION

- A. Install insulation in accordance with manufacturer's instructions.
- B. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- C. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.

3.03 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

Not to be used for bidding purposes

**SECTION 07 2400
EXTERIOR INSULATION AND FINISH SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Drainage system composite wall EIFS cladding of rigid insulation and applied coatings and air/moisture barrier. System to be StoTherm Ci XPS Lotusan or equal.

1.02 RELATED REQUIREMENTS

- A. Section 05 4000 - Cold-Formed Metal Framing: Sheathing on metal studs.
- B. Section 06 1000 - Rough Carpentry: Sheathing on wood framing.
- C. Section 07 6200 - Sheet Metal Flashing and Trim: Perimeter flashings.
- D. Section 07 9005 - Joint Sealers: Perimeter and penetration sealants.

1.03 REFERENCE STANDARDS

- A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2019, with Editorial Revision (2023).
- B. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2023.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026.
- D. ISO 9001 - Quality Management Systems — Requirements; 2015, with Amendment (2024).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on system materials.
- C. Selection Samples: Submit manufacturer's standard range of samples illustrating available coating colors and textures.
- D. Verification Samples: Submit actual samples of selected coating on specified substrate, minimum 12 inches square, illustrating project colors and textures.
- E. Manufacturer's Installation Instructions: Indicate preparation required, installation techniques, and jointing requirements.

1.05 QUALITY ASSURANCE

- A. Maintain copy of specified installation standard and manufacturer's installation instructions at project site during installation.
- B. EIFS Manufacturer Qualifications: Provide EIFS products other than insulation from the same manufacturer with qualifications as follows:
 - 1. Member in good standing of EIMA (EIFS Industry Members Association).
 - 2. Manufacturer of EIFS products for not less than 20 years.
 - 3. Manufacturing facilities ISO 9001 certified.
- C. Insulation Manufacturer Qualifications: Approved by manufacturer of EIFS and approved and labeled under third party quality program as required by applicable building code.
- D. Installer Qualifications: Company specializing in the type of work specified and with at least three years of documented experience.

1.06 MOCK-UPS

- A. Construct a freestanding mock-up of typical EIFS application on specified substrate, size as required to include examples of all key conditions, and including flashings, joints, and edge conditions.
- B. Locate mock-up where directed.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to project site in manufacturer's original, unopened containers with labels intact. Inspect materials and notify manufacturer of any discrepancies.
- B. Storage: Store materials as directed by manufacturer's written instructions.
 - 1. Protect adhesives and finish materials from freezing, temperatures below 40 degrees F and temperatures in excess of 90 degrees F.
 - 2. Protect Portland cement based materials from moisture and humidity. Store under cover off the ground in a dry location.
 - 3. Protect insulation materials from exposure to sunlight.

1.08 FIELD CONDITIONS

- A. Do not prepare materials or apply EIFS under conditions other than those described in the manufacturer's written instructions.
- B. Do not prepare materials or apply EIFS during inclement weather unless areas of installation are protected. Protect installed EIFS areas from inclement weather until dry.
- C. Do not install coatings or sealants when ambient temperature is below 40 degrees F.
- D. Do not leave installed insulation board exposed to sunlight for extended periods of time.

1.09 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Provide manufacturer's standard water intrusion warranty, covering a period of not less than 12 years.
- C. Provide separate warranty from installer covering labor for repairs or replacement for a period of not less than 5 years.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design:
 - 1. Sto Corp; StoTherm ci: www.stocorp.com.

2.02 EXTERIOR INSULATION AND FINISH SYSTEM

- A. Exterior Insulation and Finish System: 1. Glas Faced Gypsum Board, 2. StoGuard Air and Moisture Barrier, 3. Sto Turbostick spray foam adhesive, 4. Foamular CI-C, or, DOW Styrofoam Power Core 20 board 5. Sto Armor Mat XX Mesh, 6. Sto Primer., 7. Sto textured StoLit, Lotusan Finish.
 - 1. Provide a complete system that has been tested to show compliance with the following characteristics; include all components of specified system and substrate(s) in tested samples.

2.03 MATERIALS

- A. Finish Coating Top Coat: Water-based, air curing, Sto Textured Finish shall be STO "Limestone". Basis of design is to match the recently installed system located near the Old Administration Building. finish with integral color and texture.
- B. Insulation Board: Extruded polystyrene board with natural skin surfaces ; ASTM C578, Type IV ; with the following characteristics:
 - 1. Board Size: 48 x 96 inch.
 - 2. Board Size Tolerance: 1/16 inch from square and dimension.
 - 3. Board Thickness: As indicated on drawings.
 - 4. Thickness Tolerance: 1/32 inch maximum.
 - 5. Board Edges: Square.
 - 6. Thermal Conductivity (k factor) at 25 degrees F: 0.18 as determined by ASTM C177.
 - 7. Compressive Resistance: 60 psi.
 - 8. Board Density: 2.2 lb/cu ft.

9. Water Absorption, maximum: 0.3 percent, volume.
10. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/450, when tested in accordance with ASTM E84.

2.04 ACCESSORIES

- A. Insulation Fasteners: Fastener and plate system appropriate for substrate and as recommended by EIFS manufacturer.
- B. Trim: EIFS manufacturer's standard PVC or galvanized steel trim accessories, as required for a complete project and including starter track, drainage accessories, and recessed reveals and control joints.
- C. Sealant Materials: Compatible with EIFS materials and as recommended by EIFS manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate is sound and free of oil, dirt, other surface contaminants, efflorescence, loose materials, or protrusions that could interfere with EIFS installation and is of a type and construction that is acceptable to EIFS manufacturer. Do not begin work until substrate and adjacent materials are complete and thoroughly dry.
- B. Verify that substrate surface is flat, with no deviation greater than 1/4 in when tested with a 10 ft straightedge.

3.02 INSTALLATION - GENERAL

- A. Install in accordance with EIFS manufacturer's instructions and ASTM C1397.
 1. Where different requirements appear in either document, comply with the most stringent.

3.03 INSTALLATION - INSULATION

- A. Install in accordance with manufacturer's instructions.
- B. Install back wrap reinforcing mesh at all openings and terminations that are not to be protected with trim.
- C. Place boards in a method to maximize tight joints. Stagger vertical joints and interlock at corners. Butt edges and ends tight to adjacent board and to protrusions. Achieve a continuous flush insulation surface, with no gaps in excess of 1/16 inch.
- D. Fill gaps greater than with strips or shims cut from the same insulation material.
- E. Rasp irregularities off surface of installed insulation board.
- F. Adhesive Attachment: Use method required by manufacturer to achieve drainage efficiency specified; do not close up drainage channels when placing insulation board.

3.04 INSTALLATION - E.I.F.S.

- A. Base Coat: Apply in thickness as necessary to fully embed reinforcing mesh, wrinkle free, including back-wrap at terminations of EIFS. Install reinforcing fabric as recommended by EIFS manufacturer.
- B. Lap reinforcing mesh edges and ends a minimum of 2-1/2 inches.
 1. Allow base coat to dry a minimum of 24 hours before next coating application.
- C. Apply finish coat after base coat has dried not less than 24 hours, embed finish aggregate, and finish to a uniform texture and color.
- D. Finish Coat Thickness: As recommended by manufacturer. This coat on the main field color, shall texture and color match the EIFS System on the existing Building.
- E. Apply sealant at finish perimeter and expansion joints in accordance with Section 07 9005.

3.05 CLEANING

- A. Clean EIFS surfaces and work areas of foreign materials resulting from EIFS operations.

END OF SECTION

Not to be used for bidding purposes

**SECTION 07 5400
THERMOPLASTIC MEMBRANE ROOFING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Adhered system with thermoplastic roofing membrane.
- B. Insulation, flat and tapered.
- C. Flashings.
- D. Roofing Stack Boots, Cant Strips.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood cant strips.

1.03 REFERENCE STANDARDS

- A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2025.
- B. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing; 2021.
- C. FM DS 1-28 - Wind Design; 2015, with Editorial Revision (2025).
- D. NRCA (RM) - The NRCA Roofing Manual; 2026.
- E. NRCA (WM) - The NRCA Waterproofing Manual; 2021.
- F. NRCA ML104 - The NRCA Roofing and Waterproofing Manual; National Roofing Contractors Association; Fifth Edition, with interim updates.
- G. UL (FRD) - Fire Resistance Directory; Current Edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating membrane materials, flashing materials and insulation.
- C. Specimen Warranty: For approval.
- D. Shop Drawings: Submit drawings that indicate joint or termination detail conditions, conditions of interface with other materials, and paver layout.
- E. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- F. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- G. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application, and supplementary instructions given.
- H. Installer's qualification statement.
- I. Warranty Documentation:
 - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
 - 2. Submit installer's written verification that installation complies with warranty conditions for waterproof membrane.
- J. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.

- B. Installer Qualifications: Company specializing in performing the work of this section with at least three years of documented experience and approved by manufacturer.
 - 1. Approved by membrane manufacturer.

1.06 PRE-INSTALLATION MEETING

- A. Convene one week before starting work of this section.
- B. Review preparation and installation procedures and coordinating and scheduling required with related work.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact, unless otherwise indicated.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

1.08 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
 - 1. Warranty Term: 20 years.
 - 2. For repair and replacement include costs of both material and labor in warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Thermoplastic Polyolefin (TPO) Membrane Roofing Materials:
 - 1. See drawings for Basis of Design (Firestone (Elevate)).
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Insulation:
 - 1. Atlas Roofing Corporation: www.atlasroofing.com.
 - 2. GAF Materials Corporation: www.gaf.com.
 - 3. Dow Chemical Co: www.dow.com.
 - 4. Owens Corning Corporation: www.owenscorning.com/en-us/#sle.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ROOFING - UNBALLASTED APPLICATIONS

- A. Thermoplastic Membrane Roofing: One ply membrane, fully adhered, over insulation.
- B. Roofing Assembly Requirements:
 - 1. Roof Covering External Fire Resistance Classification: UL (FRD) Class A.
 - 2. Insulation Thermal Resistance (R-Value): 6 (R-30 Min) per inch, minimum; provide insulation of thickness required.
- C. Acceptable Insulation Types - Constant Thickness Application: Any of types specified.
 - 1. Minimum 2 layers of cellulose, perlite, molded polystyrene, polyisocyanurate, glass fiber, extruded polystyrene, or composite board.
- D. Acceptable Insulation Types - Tapered Application: Any of types specified.

2.03 MEMBRANE ROOFING AND ASSOCIATED MATERIALS

- A. Membrane Roofing Materials:
 - 1. Material: Thermoplastic polyolefin (TPO) complying with ASTM D 6878.
 - a. Thickness: 60 mil, 0.060 inch, minimum.
 - 2. Reinforcing: Internal fabric.
 - 3. Thickness: 0.060 inch, minimum.

4. Sheet Width: Factory fabricated into largest sheets possible. 10' wide minimum.
 5. Color: White.
- B. Seaming Materials: TPO as recommended by MNFR. Hot air weld.
- C. Flexible Flashing Material: Same material as membrane.

2.04 INSULATION

- A. Polyisocyanurate Board Insulation: Rigid cellular foam, complying with ASTM C1289, Type II, Class 1, cellulose felt or glass fiber mat both faces; Grade 1 and with the following characteristics:
1. Compressive Strength: 16 psi
 2. Board Size: 48 x 96 inch.
 3. Board Thickness: 1-1/2 inch.
 4. Thermal Resistance: R-value of 8 for 1 1/2" material.
 5. Board Edges: Square.
 6. Manufacturers:
 - a. Atlas Roofing Corporation: www.atlasroofing.com.
 - b. Dow Chemical Co: www.dow.com.
 - c. GAF: www.gaf.com.
 - d. Genflex.

2.05 ACCESSORIES

- A. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- B. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
1. Length as required for thickness of insulation material and penetration of deck substrate, with metal washers.
- C. Membrane Adhesive: As recommended by membrane manufacturer.
- D. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.
- E. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.
- F. Sealants: As recommended by membrane manufacturer.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Perform work in accordance with NRCA Roofing and Waterproofing Manual and manufacturer's instructions.
- B. Do not apply roofing membrane during unsuitable weather.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

3.02 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.

- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

3.03 INSTALLATION, GENERAL

- A. Perform work in accordance with manufacturer's instructions, NRCA (RM), and NRCA (WM) applicable requirements.
- B. Do not apply roofing membrane during cold or wet weather conditions.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

3.04 INSULATION - UNDER MEMBRANE

- A. Attachment of Insulation:
 - 1. Mechanically fasten insulation to deck in accordance with roofing manufacturer's instructions and FM DS 1-28 Factory Mutual requirements.
- B. Lay subsequent layers of insulation with joints staggered minimum 6 inches from joints of preceding layer.
- C. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- D. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

3.05 INSTALLATION - MEMBRANE

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. At intersections with vertical surfaces:
 - 1. Fully adhere flexible flashing over membrane and up to nailing strips.
- D. Around roof penetrations, seal flanges and flashings with flexible flashing.
- E. Coordinate installation of roof drains and sumps and related flashings.

3.06 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Owner will provide testing services, and Contractor to provide temporary construction and materials for testing in accordance with requirements.
- C. Provide daily on-site attendance of roofing and insulation manufacturer's representative during installation of this work.

3.07 CLEANING

- A. See Section 01 7000 - Execution and Closeout Requirements for additional requirements.
- B. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.
- C. Remove bituminous markings from finished surfaces.
- D. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- E. Repair or replace defaced or damaged finishes caused by work of this section.

3.08 PROTECTION

- A. Protect installed roofing and flashings from construction operations.

- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

Not to be used for bidding purposes

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**SECTION 07 6200
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, and downspouts.
- B. Sealants for joints within sheet metal fabrications.

1.02 RELATED REQUIREMENTS

- A. Section 07 9005 - Joint Sealers.

1.03 REFERENCE STANDARDS

- A. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement; 2025.
- E. CDA A4050 - Copper in Architecture - Handbook; Current Edition.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples, 12" by 12" inch in size illustrating material and color of typical standing seam and pre-finished coping.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Sheet Metal Flashing and Trim:
 - 1. Petersen Aluminum Corporation: www.pac-clad.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A 653/A 653M, with G90/Z275 zinc coating; minimum 24 ga. thick base metal, shop pre-coated with Kynar 500 30 year finish warranty, color as selected by Architect.
 - 1. Colors to be as follows:
 - a. Match existing Metal Panel color.

2.03 ACCESSORIES

- A. Fasteners: Galvanized steel .
- B. Factory fabricated miters. Inside and Outside Corners.

- C. 12" long, 24 ga. spring clips placed at 4'-0" o.c.
- D. Factory Splice plates.
- E. Sealant: Type butyl specified in Section 07 9005.

2.04 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate parapet wall coping cleats of [20 guage galvanized steel.] type sheet metal.
- C. Form parapet wall coping pieces 12' lengths.
- D. Fabricate parapet wall coping corners from one piece with minimum 24 inch long legs; seam for rigidity, seal with sealant.
- E. Parapet wall coping, Face Height 4" min.-(see drawings). [Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip].

2.05 GUTTERS AND DOWNSPOUTS

- A. Gutters: SMACNA (ASMM) Rectangular profile.
- B. Downspouts: Rectangular profile.
- C. Gutters and Downspouts: Size indicated on drawings.
- D. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
 - 2. Gutter Supports: Straps.
 - 3. Downspout Supports: Straps.
- E. Seal metal joints.

2.06 ACCESSORIES

- A. Primer Type: Zinc chromate.
- B. Concealed Sealants: Non-curing butyl sealant.
- C. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.

3.03 INSTALLATION

- A. Comply with drawing details.
- B. Secure flashings in place using concealed fasteners.
- C. Parapet wall copings - Snap On Installation.
- D. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Seal metal joints watertight.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements for field inspection requirements.

- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

Not to be used for bidding purposes

**SECTION 07 9005
JOINT SEALERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing.
- B. Precompressed foam sealers.
- C. Provide sealants at;
 - 1. Edges of all door frames and adjacent wall finishes, at all locations.
 - 2. Edges of all window and storefront frames and adjacent wall finishes.
 - 3. Seal off all penetrations thru exterior walls for utility lines, pipes, hose bibs, wiring, grills and louvers.
- D. Backer Rod

1.02 RELATED REQUIREMENTS

- A. Section - : Glazing sealants and accessories.

1.03 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants; 2017 (Reapproved 2023).
- B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2024.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2025.
- E. ASTM D1056 - Standard Specification for Flexible Cellular Materials—Sponge or Expanded Rubber; 2020.
- F. ASTM D1667 - Standard Specification for Flexible Cellular Materials—Poly (Vinyl Chloride) Foam (Closed-Cell); 2022.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with other sections referencing this section.

1.05 SUBMITTALS

- A. See Section - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant .
- C. Samples: Submit two samples, 2" in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate .

1.06 QUALITY ASSURANCE

- A. Maintain of referenced document covering installation requirements on site.

1.07 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.08 COORDINATION

- A. Coordinate the work with all sections referencing this section.

1.09 WARRANTY

- A. See Section - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve , exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS AND PRODUCTS

- A. Gunnable and Pourable Sealants:
 - 1. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 - 2. Dow Corning Corporation: www.dowcorning.com.
 - 3. Tremco Global Sealants: www.tremcosealants.com.
 - 4. Sherwin-Williams Company: www.sherwin-williams.com.
 - 5. W.R. Meadows, Inc: www.wrmeadows.com.
 - 6. .
- B. Type B: Joints in Exterior Metal Work and Siding.
 - 1. Surebond; Product [SB-895 Neutral Cure]. 100% urethane sealant
 - a. Locations
 - 1) Structural adhesive.
 - 2) Structural Glazing.
 - 3) Weatherproofing Joints
 - b. Suitable for use on:
 - 1) Glass
 - 2) Metal
 - 3) Painted and galvanized metal
 - 4) Prefinished panels
 - 5) EFIS
 - 6) Concrete
 - 2. Tremco, Inc; Product Spectrem 3 & Primer 23: www.tremcosealants.com.
 - a. Locations
 - 1) Dynamically moving joints, ie. expansion joints
 - b. Suitable for use on:
 - 1) Aluminum curtain walls
 - 2) Metal panels
 - 3) Window perimeters
- C. Type E: Lap Joints in Exterior Sheet Metal Work:
 - 1. Tremco, Inc; Product Tremco Butyl Sealant: www.tremcosealants.com.
 - a. Locations:
 - 1) Metal Panel Joining.
 - 2) areas where a seal is required against neoprene, or EPDM gaskets.
- D. Type G: Interior Joints for Which No Other Sealant is Indicated:
 - 1. Tremco, Inc; Product Vulkem 116: www.tremcosealants.com.
 - a. Location:
 - 1) Window perimeters
 - 2) Similar types of construction joints. Interior and Exterior

2.02 SEALANTS

- A. Nonsag Polyurethane Sealant: ASTM C920, Grade NS, Class 25, Uses NT, M, A ; component, chemical curing, non-staining, non bleeding, non-sagging type.

2.03 ACCESSORIES

- A. Primer: Non-staining type, to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ; oversized to percent larger than joint width.
 - 1. Preformed Compressible Foam Sealers:
 - a. Emseal Joint Systems, Ltd: www.emseal.com.

- b. Sandell Manufacturing Company, Inc: www.sandellmfg.com.
- c. Dayton Superior Corporation: www.daytonsuperior.com.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
- E. Install bond breaker where joint backing is not used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- H. Tool joints .

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

END OF SECTION

**SECTION 08 4313
ALUMINUM-FRAMED STOREFRONTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aluminum-framed storefront, with doors and vision glass.
- B. Aluminum storefront in window openings.
- C. Door hardware.
- D. Perimeter sealant.

1.02 RELATED REQUIREMENTS

- A. Section 07 9005 - Joint Sealers: Perimeter sealant and back-up materials.
- B. Section 08 8000 - Glazing: Glass and glazing accessories.

1.03 REFERENCE STANDARDS

- A. AAMA 503 - Voluntary Specification for Field Testing of Newly Installed Storefronts, Curtain Walls and Sloped Glazing Systems; 2024.
- B. AAMA 611 - Specification for Anodized Architectural Aluminum; 2026.
- C. AAMA 1503 - Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections; 2009.
- D. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- A. AAMA CW-10 - Care and Handling of Architectural Aluminum from Shop to Site; 2026.
- B. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- C. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2004 (Reapproved 2012).
- D. ASTM E283/E283M - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2019.
- E. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014 (Reapproved 2021).
- F. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference; 2000 (Reapproved 2009).
- G. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference; 2015 (Reapproved 2023).
- H. FLA (PAD) - Florida Building Code Online - Product Approval Directory; Current Edition.
- I. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.

1.04 PERFORMANCE REQUIREMENTS

- A. Design and size components to withstand the following load requirements without damage or permanent set, when tested in accordance with ASTM E 330, using loads 1.5 times the design wind loads and 10 second duration of maximum load.
 - 1. Design Wind Loads: Comply with requirements of ASCE 7.
 - 2. Member Deflection: Limit member deflection to flexure limit of glass in any direction, with full recovery of glazing materials.

- B. Movement: Accommodate movement between storefront and perimeter framing and deflection of lintel, without damage to components or deterioration of seals.
- C. Air Infiltration: Limit air infiltration through assembly to 0.06 cu ft/min/sq ft of wall area, measured at a reference differential pressure across assembly of 1.57 psf as measured in accordance with ASTM E 283.
- D. Water Leakage: None, when measured in accordance with ASTM E 331 with a test pressure difference of 2.86 lbf/sq ft.
- E. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
- F. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, door hardware, internal drainage details.
- C. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related work, expansion and contraction joint location and details, and field welding required.
- D. Hardware Schedule: Complete itemization of each item of hardware to be provided for each door, cross-referenced to door identification numbers in Contract Documents.
- E. Field Quality Control Submittals: Report of field testing for water penetration and air leakage.
- F. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Handle products of this section in accordance with AAMA CW-10.
- B. Protect finished aluminum surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond to aluminum when exposed to sunlight or weather.

1.07 PROJECT CONDITIONS

- A. Coordinated the work with existing conditions including CMU Masonry partitions, Metal siding (PEMB System) and Gyp. Bd Partitons.

1.08 FIELD CONDITIONS

- A. Do not install sealants when ambient temperature is less than 40 degrees F. Maintain this minimum temperature during and 48 hours after installation.

1.09 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Provide five year manufacturer warranty against failure of glass seal on insulating glass units, including interpane dusting or misting. Include provision for replacement of failed units.
- D. Provide five year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Aluminum-Framed Storefronts:
 - 1. Kawneer North America: www.kawneer.com/#sle.

2. Oldcastle BuildingEnvelope: www.oldcastlebe.com/#sle.
3. Substitutions: See Section 01 6000 - Product Requirements.

2.02 BASIS OF DESIGN -- FRAMING FOR INSULATING GLAZING

- A. Center-Set Style, Wind-Borne-Debris Resistance Tested:
 1. Basis of Design: Oldcastle Series 3000 XT.
 2. Vertical Mullion Dimensions: 2 inches wide by 4-1/2 inches deep.
- B. Center-Set Style, Thermally-Broken:
 1. Basis of Design: Oldcastle Series 3000XT.
 2. Vertical Mullion Dimensions: 2 inches wide by 4-1/2 inches deep.
- C. Center-Set Narrow Style, Thermally-Broken Entrance System:
 1. Basis of Design: Oldcastle Series 3000 XT.
 2. Vertical Mullion Dimensions: 1-1/8 inches wide by 2-1/2 inches deep.
 3. Door Stiles: Narrow vertical stiles wrapped with metal cladding that is applied using very high bond (VHB) tape mounting strips.
 4. Door Rails: Mechanically clamping seals that eliminate the need for glass stops and controls the clamping force of EPDM glazing gasket against insulating glass units; setting blocks are factory installed.
 5. Cladding Finish: Superior performing organic coating.
 - a. Color: As selected by Architect from manufacturers standard colors.
 6. Top Rail Height: 4 inch.
 7. Bottom Rail Height: 10 inch.

2.03 MANUFACTURERS

2.04 ALUMINUM-FRAMED STOREFRONT

- A. Aluminum-Framed Storefront - Exterior installations: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
 1. Glazing Rabbet: For 1 inch insulating glazing. [At exterior locations].
 2. Vertical Mullion Dimensions: 2 inches wide by 4-1/2 inches deep.
 3. Design Wind Load: per (2021 ICC) International Code Council requirements, positive and negative.
 4. Water Leakage Test Pressure Differential: lbf/sq ft.
 5. Air Infiltration Test Pressure Differential: 1.57 psf.
 6. Finish: Class II color anodized.
 - a. Factory finish all surfaces that will be exposed in completed assemblies.
 7. Finish Color: Dark Bronze.
 8. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
 9. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.
 10. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
 11. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.
 12. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
 13. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.

B. Performance Requirements

1. Wind Loads: Design and size components to withstand the specified load requirements without damage or permanent set, when tested in accordance with ASTM E330/E330M, using loads 1.5 times the design wind loads and 10 second duration of maximum load.
 - a. Member Deflection: Limit member deflection to flexure limit of glass in any direction, with full recovery of glazing materials.
2. Wind-Borne-Debris Resistance: Identical full-size glazed assembly without auxiliary protection, having Florida Building Code FLA (PAD) approval for Large and Small Missile impact and pressure cycling at design wind pressure.
3. Air Leakage: 0.06 cfm/sq ft maximum leakage of storefront wall area when tested in accordance with ASTM E283/E283M at 1.57 psf pressure difference.
4. Air Infiltration: Limit air infiltration through assembly to 0.06 cu ft/min/sq ft of wall area, measured at specified differential pressure across assembly in accordance with ASTM E283.

2.05 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, drainage holes and internal weep drainage system.
 1. Glazing Stops: Flush.
- B. Swing Doors: Glazed aluminum.
 1. Thickness: 1-3/4 inches.
 2. Top Rail: 3.5 inches wide.
 3. Vertical Stiles: 3.5 inches wide.
 4. Bottom Rail: 10 inches wide.
 5. Glazing Stops: Square.
 6. Finish: Same as storefront, and curtainwalls.

2.06 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Structural Steel Sections: ASTM A 36/A 36M; galvanized in accordance with requirements of ASTM A 123/A 123M. Provide Steel at all vertical mullions at arched top window units.
- C. Fasteners: Stainless steel.
- D. Concealed Flashings: 0.018 inch thick stainless steel.
- E. Perimeter Sealant: As Dark Bronze color specified in Section 07900.
- F. Glass: As specified in Section 08 8000.
- G. Glazing Gaskets: Type to suit application to achieve weather, moisture, and air infiltration requirements.
- H. Glazing Accessories: See Section 08 8000.
- I. Touch-Up Primer for Galvanized Steel Surfaces: SSPC-Paint 20, zinc rich.

2.07 HARDWARE

- A. Other Door Hardware: Storefront manufacturer's standard type to suit application.
 1. Finish on Hand-Contacted Items: Dark Bronze Anodized.
 2. For each door, include pivots, push handle, pull handle, exit device, and closer.
- B. Weatherstripping: Wool pile, continuous and replaceable; provide on all doors.
- C. Threshold: Extruded aluminum, one piece per door opening, ribbed surface; provide on all doors. ADA Compliant.
- D. Pivots: Offset type; top intermediate and bottom.
 1. Provide on doors as indicated.
 2. Dark bronze finish.
- E. Push/Pull Set: Standard configuration push/pull handles.

1. Provide Stainless.
 2. Full width push bars on inside of all doors.
 3. 12" pull bars on outside of all doors.
- F. Exit Devices: Panic type.
- G. Door Closers: Exposed overhead.
1. Provide on doors as indicated.
- H. Locks: Indicated locks and exit devices.
1. Provide on doors as indicated.
 2. Provide electric strikes at controlled entrance doors where indicated.
- I. Threshold (ADA Compliant Aluminum).

2.08 FABRICATION

- A. Fabricate components with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.
- B. Accurately fit and secure joints and corners. Make joints flush, hairline, and weatherproof.
- C. Prepare components to receive anchor devices. Fabricate anchors.
- D. Coat concealed metal surfaces that will be in contact with cementitious materials or dissimilar metals with bituminous paint.
- E. Arrange fasteners and attachments to conceal from view.
- F. Reinforce components internally for door hardware.
- G. Reinforce framing members for imposed loads.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify dimensions, tolerances, and method of attachment with other work.
- B. Verify that storefront wall openings and adjoining water-resistive and/or air barrier seal materials are ready to receive work of this section.

3.02 INSTALLATION

- A. Install wall system in accordance with manufacturer's instructions.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Provide alignment attachments and shims to permanently fasten system to building structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- E. Install hardware using templates provided.
- F. Install glass and infill panels using glazing method required to achieve performance criteria; see Section 08 8000.
- G. Install perimeter sealant in accordance with Section 07 9005.

3.03 TOLERANCES

- A. Maximum Variation from Plumb: 0.06 inch per 3 feet non-cumulative or 0.06 inch per 10 feet, whichever is less.
- B. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements for independent field testing and inspection requirements, and requirements for monitoring quality of specified product installations.

- B. Provide field testing of installed storefront system by independent laboratory in accordance with AAMA 503 during construction process and before installation of interior finishes.
 - 1. Perform a minimum of two tests in each designated area as indicated on drawings.
 - 2. Conduct tests in each area prior to 10 percent and 50 percent completion of this work.
 - 3. Field test for water penetration in accordance with ASTM E1105 with uniform static air pressure difference (Procedure A) not less than 4.18 psf.
 - a. Maximum allowable rate of water penetration in 15-minute test is 0.5 ounce that is not contained in an area with provisions to drain to exterior, or collected on surface of interior horizontal framing member.
- C. Repair or replace storefront components that have failed designated field testing, and retest to verify performance complies with specified requirements.

3.05 ADJUSTING

- A. Adjust operating hardware and sash for smooth operation.

3.06 CLEANING

- A. Remove protective material from pre-finished aluminum surfaces.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths, and take care to remove dirt from corners and to wipe surfaces clean.
- C. Remove excess sealant by method acceptable to sealant manufacturer.

3.07 PROTECTION

- A. Protect installed products from damage until Date of Substantial Completion.

END OF SECTION

**SECTION 08 8000
GLAZING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glass.
 - 1. Bronze Tinted Low E 1" insulating glass units
- B. Glazing compounds and accessories.

1.02 RELATED REQUIREMENTS

- A. Section - .
- B. Section - : Sealant and back-up material.

1.03 REFERENCE STANDARDS

- A. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005 (Reapproved 2019).
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).
- C. ASTM C1036 - Standard Specification for Flat Glass; 2025.
- D. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2025.
- E. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2025.
- F. ASTM E 773 - Standard Test Method for Accelerated Weathering of Sealed Insulating Glass Units; 2001.
- G. ASTM E 774 - Standard Specification for the Classification of the Durability of Sealed Insulating Glass Units; 1997.
- H. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2019.
- I. GANA (SM) - GANA Sealant Manual; 2008.

1.04 SUBMITTALS

- A. See Section 01 3000 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data on Types: Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.
- C. Product Data on Glazing Compounds: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.
- D. Samples: Submit Two two samples 12x12 inch in size 12"x12" of glass units of glass units.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with a minimum of (3) Years experience.

1.06 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 50 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.07 WARRANTY

- A. See Section - Closeout Submittals, for additional warranty requirements.

- B. Sealed Insulating Glass Units: Provide a year warranty to include coverage for seal failure, interpane dusting or misting, including replacement of failed units.

PART 2 PRODUCTS

2.01 GLAZING TYPES

- A. Sealed Insulating Glass Units: Vision glazing.
 - 1. Application(s): All exterior glazing unless otherwise indicated.
 - a. Outboard Lite: Fully tempered float glass, 1/4 inch thick, minimum. Where indicated at tempered areas.
 - 1) Tint: Bronze.
 - b. Inboard Lite: float glass, thick. Where indicated at tempered areas.
 - 1) Tint:
 - c. Inboard Lite: Annealed float glass, 1/4 inch thick, minimum. Where indicated at non-tempered areas.
 - 1) Tint: Clear
 - d. Total Thickness: 1 inch.

2.02 GLAZING ASSEMBLIES

- A. Structural Design Criteria: Select type and thickness to withstand dead loads and wind loads acting normal to plane of glass at design pressures .
- B. Air and Vapor Seals: Provide completed assemblies that maintain continuity of building enclosure vapor retarder and air barrier:

2.03 GLASS MATERIALS

- A. Float Glass Manufacturers:
 - 1. Oldcastle Envelope.
- B. Float Glass: All glazing is to be float glass unless otherwise indicated.
 - 1. Annealed Type: ASTM C1036, Type I, transparent flat, Class 1 clear, Quality .
 - 2. Heat-Strengthened and Fully Tempered Types: ASTM C1048.
 - 3. Tinted Types: Color and performance characteristics as indicated.
 - 4. Thicknesses: As indicated; for exterior glazing comply with specified requirements for wind load design regardless of specified thickness.

2.04 SEALED INSULATING GLASS UNITS

- A. Manufacturers:
 - 1. Guardian Industries Corporation: www.guardian.com.
 - 2. Interpane Glass Company: www.interpane.com.
 - 3. Oldcastle BuildingEnvelope. www.obe.com.
 - 4. PPG
 - 5. Substitutions:
- B. Sealed Insulating Glass Units: Types as indicated.
 - 1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 - 2. Edge Spacers: Aluminum, bent and soldered corners.
 - 3. Edge Seal: Glass to elastomer.
 - 4. Purge interpane space with dry hermetic air.
- C. Type D-1; Exterior Insulated Glass Units : Double pane with glass to elastomer edge seal.
 - 1. Outer pane of Blue, tinted and tempered] glass, inner pane of [clear and tempered] glass.
 - 2. Durability: Certified by an independent testing agency to comply with ASTM E 2190.
 - 3. Comply with ASTM E 774 and E 773, Class CBA.
 - 4. Purge interpane space with dry hermetic air.

5. Total unit thickness of 1 inch minimum.

2.05 GLAZING COMPOUNDS

- A. Manufacturers:
 1. GE Plastics: www.geplastics.com.
 2. Pecora Corporation: www.pecora.com.
 3. Substitutions:

2.06 GLAZING ACCESSORIES

- A. Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness, ASTM C864 Option I. Length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness, ASTM C 864 Option I. Minimum 3 inch long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face self adhesive on one face.
- C. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10 to 15 Shore A durometer hardness; coiled on release paper; black color.
- D. Glazing Spines : Resilient polyvinyl chorlide extruded shape to suit glazing channel retaining slot; ASTM C864 Option I, color Dark Bronze.
- E. Glazing Clips: Manufacturer's standard type.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that openings for glazing are correctly sized and within tolerance.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

3.02 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.
- D. Install sealants in accordance with ASTM C1193 and GANA Sealant Manual.
- E. Install sealant in accordance with manufacturer's instructions.

3.03 INSTALLATION - EXTERIOR/INTERIOR DRY METHOD (GASKET GLAZING)

- A. Place setting blocks at points with edge block no more than from corners.
- B. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- C. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

3.04 CLEANING

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after Work is complete.
- C. Clean glass and adjacent surfaces.

3.05 PROTECTION

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste.

END OF SECTION

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**SECTION 09 5100
ACOUSTICAL CEILINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Suspended metal grid ceiling system with reveal wall angles.
- C. Acoustical units.

1.02 RELATED REQUIREMENTS

- A. Section 07 2100 - Thermal Insulation: Acoustical insulation.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Do not install acoustical units until after interior wet work is dry.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Samples: Submit two samples 6" by 6" inch in size illustrating material and finish of acoustical units.
- C. Samples: Submit samples each, 12 inches long, of suspension system .

1.05 FIELD CONDITIONS

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.
- B. Provide 5 percent of total acoustical unit area of each type of acoustical unit for Owner use in maintenance of project.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acoustic Tiles/Panels:
 - 1. Armstrong World Industries, Inc; .: www.armstrong.com.
 - 2. Certaineed Architectural: www.certainteed.com.
 - 3. USG Corporation: www.usg.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Suspension Systems:
 - 1. Armstrong World Industries, Inc; .: www.armstrong.com.
 - 2. Certaineed Architectural: www.certainteed.com.
 - 3. USG: www.usg.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ACOUSTICAL UNITS

- A. Manufacturers:
 - 1. Armstrong World Industries, Inc.
 - 2. USG Interiors, Inc.
 - 3. Certaineed Architectural: www.certainteed.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Acoustical Tile Type LACP-1:
 - 1. Size: 24x24 inches
 - 2. Thickness: 5/8inches
 - 3. Products:

- a. Certainteed CM 454
 - b. 15/16" Grid
- C. Acoustical Panels: Type LACP-2 :
- 1. Size: 24 x 24 inches.
 - 2. Thickness: 5/8 inches.
 - 3. Edge: Square.
 - 4. Surface Color: White.
 - 5. Product: 3260 by USG.
 - 6. Suspension System: Exposed T grid Type USG DONN DX/DXL and wall angle moulding (M7) SLT Edge 15/16".

2.03 SUSPENSION SYSTEMS

- A. Manufacturers:
- 1. Armstrong World Industries, Inc.
 - 2. Chicago Metallic Corp.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.
- B. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with perimeter moldings, hold-down clips, stabilizer bars, clips, and splices as required.

2.04 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.
- B. Hanger Wire: 12 gauge, 0.08 inch galvanized steel wire.
- C. Perimeter Moldings: Same metal and finish as grid.
- D. Acoustical Sealant For Perimeter Moldings: Non-hardening, non-skinning, for use in conjunction with suspended ceiling system.
- E. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C 636, ASTM E 580, and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Locate system on room axis according to reflected plan.
- D. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
- 1. Use longest practical lengths.
- E. Suspension System, Non-Seismic: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.

- H. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- I. Do not eccentrically load system or induce rotation of runners.
- J. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Use longest practical lengths.
 - 2. Overlap and rivet corners.

3.03 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Lay directional patterned units with pattern parallel to longest room axis.
- D. Fit border trim neatly against abutting surfaces.
- E. Install units after above-ceiling work is complete.
- F. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- G. Cutting Acoustical Units:
 - 1. Cut to fit irregular grid and perimeter edge trim.
 - 2. Make field cut edges of same profile as factory edges.
 - 3. Double cut and field paint exposed reveal edges.

END OF SECTION

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**SECTION 12 2400
WINDOW SHADES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Window shades and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: 06 1000 - Rough Carpentry: Concealed wood blocking for attachment of headrail brackets.
- B. Section 09 5100 - Acoustical Ceilings: 09 5100 Acoustical Ceilings: Shade Pockets, pocket closures and accessories.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week one week prior to commencing work related to products of this section; require attendance of all affected installers.
- B. Sequencing:
 - 1. Do not fabricate shades until field dimensions for each opening have been taken.
 - 2. Do not install shades until final surface finishes and painting are complete.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administration Requirements 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including materials, finishes, fabrication details, dimensions, profiles, mounting requirements, and accessories.
- C. Shop Drawings: Include shade schedule indicating size, location and keys to details and head, jamb and sill details.
- D. Selection Samples: Include fabric samples in full range of available colors and patterns.
- E. Operation and Maintenance Data: List of all components with part numbers, sources of supply, and operation and maintenance instructions; include copy of shop drawings.
- F. Warranty: Submit sample of manufacturer's warranty and documentation of final executed warranty completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver shades in manufacturer's unopened packaging, labeled to identify each shade for each opening.
- B. Handle and store shades in accordance with manufacturer's recommendations.

1.07 FIELD CONDITIONS

- A. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.08 WARRANTY

- A. Provide manufacturer's warranty from Date of Substantial Completion, covering the following:
 - 1. Shade Hardware: 25 years. Lifetime.
 - 2. Fabric: Lifetime.
 - 3. Aluminum and Steel Coatings: 25 years. Lifetime.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Interior Manually Operated Roller Shades:
 - 1. Mecho Shade. www.mechoshade.com.
 - 2. Draper, Inc: www.draperinc.com.
 - 3. Lutron Electronics Co., Inc; .: www.lutron.com.
 - 4. Hunter Douglas Architectural: www.hunterdouglasarchitectural.com.

2.02 WINDOW SHADE APPLICATIONS

- A. Interior Roller Shades: Blackout shades with second shade in same opening. at Conference Room.
- B. Interior Roller Shades, Single shades at all other windows - glazed curtainwalls.
 - 1. Type: Roll down, closed position is at window sill.
 - 2. Color: As selected by Blakemore Architects from manufacturer's full range of colors.
 - 3. Mounting: Outside (face of jambs).
 - 4. Operation: Manual.

2.03 ROLLER SHADES

- A. Roller Shades: Fabric roller shades complete with mounting brackets, roller tubes, hembars, hardware and accessories.
 - 1. MECHO SHADE: "Mecho/5" Manual Shade System.
 - a. Chain-driven, commercial-grade Mecho/5, manual roller-shade solution. Complete hardware-and-shadecloth solution, 25-year, Lifetime Limited Warranty.
 - 2. Size: As indicated on drawings.
 - 3. "Thermoveil" Series Fabric, color as selected by the Architect.
- B. Fabric: Non-flammable, color-fast, impervious to heat and moisture, and able to retain its shape under normal operation.
 - 1. Sheer Shades: Reduce glare yet still reveal considerable details to the outside; no privacy; Openness Factor greater than 1 percent.
 - 2. Flammability: Pass NFPA 701 large and small tests.
- C. Roller Tubes: As required for type of operation.
- D. Hembars: Designed for weight requirements and adaptation to uneven surfaces, to maintain bottom of shade straight and flat.
- E. Manual Operation for Interior Shades: Clutch operated continuous loop; beaded ball chain.

2.04 ACCESSORIES

- A. Brackets and Mounting Hardware: As recommended by manufacturer for mounting configuration and span indicated.
- B. Fasteners: Non-corrosive, and as recommended by shade manufacturer.

2.05 FABRICATION

- A. Fabricate shades to fit openings within specified tolerances.
 - 1. Vertical Dimensions: Fill openings from head to sill with 1/2 inch space between bottom bar and window sill.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine finished openings for deficiencies that may preclude satisfactory installation.
- B. If substrate preparation is the responsibility of another installer, notify Blakemore Architects of unsatisfactory preparation before proceeding.
- C. Start of installation shall be considered acceptance of substrates.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved shop drawings, using mounting devices as indicated.
- B. Installation Tolerances:
 - 1. Maximum Offset From Level: 1/16 inch.
- C. Adjust level, projection and shade centering from mounting bracket. Verify there is no telescoping of shade fabric. Ensure smooth shade operation.

3.03 CLEANING

- A. Clean soiled shades and exposed components as recommended by manufacturer.
- B. Replace shades that cannot be cleaned to "like new" condition.

3.04 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.

3.05 PROTECTION

- A. Protect installed products from subsequent construction operations.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

Not to be used for bidding purposes

Not to be used for bidding purposes

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III

**Four Rivers Sanitation Authority
Special Provisions
for Civil Site Improvements**

FOUR RIVERS SANITATION AUTHORITY
SPECIAL PROVISIONS FOR CIVIL SITE IMPROVEMENTS

1 AGGREGATE BASE COURSE, TYPE B

1.1 Description:

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions, and Sections 351 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. This work shall include all equipment, materials, labor, transportation, and workmanship to install compacted aggregate base course as shown on the plans.

This work shall consist of subgrade preparation, removal and disposal of excess materials, furnishing, placing, installing and compacting coarse aggregate, and trimming and prepping aggregate base course for subsequent pavement placement.

Aggregate base course shall be installed to the lines, grades, and depths shown on the plans.

1.2 Materials:

1. Coarse aggregate:

Where a less than 10 inch course is specified, the entire thickness shall be IDOT gradation CA 6.

Coarse aggregates shall be in accordance with Article 1004.04 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. Crushed concrete materials approved by IDOT and in accordance with Article 1004.04 may be used.

1.3 Required Submittals:

1. Material gradation certificates for coarse aggregate.

2 BOLLARD REMOVAL

2.1 Description:

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions. This work shall include all equipment, materials, labor, transportation, and workmanship to remove bollards as shown on the plans.

This work shall consist of the complete removal and disposal of concrete filled pipe bollards and foundations. All bollard related materials shall be removed and properly disposed of.

This work shall include backfilling and compacting voids from removed bollards with appropriate trench backfill.

2.2 Required Submittals:

None.

3 BOLLARDS

3.1 Description:

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions. This work shall include all equipment, materials, labor, transportation, and workmanship to construct bollards as shown on the plans.

This work shall be in accordance with the following standards or details:

FRSA 'Treatment Plant Bollard' detail.

This work shall consist of the installation of concrete filled pipe bollards and foundations. Bollard placement shall be as shown on the plans, as shown in the FRSA 'Treatment Plant Bollard' detail, or as directed by the Engineer.

Steel pipe for bollards shall be encased in concrete to a depth of 4 feet below finish grade. Concrete encasement shall be 1.5 feet diameter. The encasement shall be finished to 1 inch above finish grade at the steel pipe. Steel pipe shall be filled with concrete, and rounded 1 inch above the top of the steel pipe. Steel pipe shall be 4 feet above final grade.

Bollards shall include a round sleeve supplied and installed as a single unit. No piecing, painting, or otherwise modifying the sleeve will be allowed.

3.2 Materials:

1. Pipe shall be 6 inch diameter Schedule 40 ASTM A36 or A53 steel pipe, primed with a rust prohibitive primer.
2. Sleeves shall be round shape, high density polyethylene with 0.17 inch wall thickness, 7 inch diameter, color yellow, with white reflective stripe.

3.3 Required Submittals:

1. Steel pipe material specifications.
2. Bollard sleeve material specifications.

4 CLASS D PATCHES

4.1 Description:

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions, and Section 442 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. This work shall include all equipment, materials, labor, transportation, and workmanship to construct Class D patches as shown on the plans.

This work shall be in accordance with the following standards or details:

IDOT Highway Standard 442201-04.

This work shall consist of pavement removal, excavation and preparation, and replacement patching.

4.2 Materials:

1. HMA shall be in accordance with Article 442.02 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*.

4.3 Required Submittals:

1. HMA mix designs.

5 COMBINATION CONCRETE CURB & GUTTER

5.1 Description:

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions, and Section 606 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. This work shall include all equipment, materials, labor, transportation, and workmanship to construct combination concrete curb & gutter and/or low flow concrete gutter as shown on the plans.

This work shall be in accordance with the following standards or details:

For Type M6.18 (Modified):

FRSA 'Treatment Plant Combination Concrete Curb & Gutter Type M6.18, Modified & Concrete Gutter, Low Flow' detail.

Curb and gutter shall include 'tip-out' and 'depressed' sections at the locations indicated in the plans and as directed by the Engineer.

Where proposed curb is to be joined to existing curb, two (2) one inch (1") diameter smooth dowels 18" inches long shall be drilled and epoxy grouted into the existing curb and gutter at mid-depth.

This work shall include furnishing, maintaining, and removing a suitable concrete wash-out container. Concrete shall not be placed until this container is available for use.

5.2 Materials:

1. All materials shall be per Article 606.02 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*.

5.3 Required Submittals:

1. PCC mix designs.

6 CURB, GUTTER, OR COMBINATION CURB & GUTTER REMOVAL

6.1 Description:

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions, and Section 440 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. This work shall include all equipment, materials, labor, transportation, and workmanship to completely remove and properly dispose of combination concrete curb & gutter as shown on the plans.

Removal limits shall be sawcut full depth prior to removing curb & gutter.

6.2 Required Submittals:

None.

7 INLET FILTERS

7.1 Description:

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions, and Section 280 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. This work shall include all equipment, materials, labor, transportation, and workmanship for inlet filters as shown on the plans.

This work shall be in accordance with the following standards or details:

Illinois Urban Manual IUM-561D detail.

This work shall include the furnishing, installation, maintenance, and removal of inlet filters. All required inlet filters shall be installed prior to any excavation taking place.

Any additional inlet filters not shown on the plans that are required due to the Contractor's actions or negligence shall be provided at no additional cost to the FRSA. The Contractor shall remove and dispose of all inlet filters within 30 days of final site stabilization and approval by the FRSA.

7.2 Materials:

1. Inlet filters shall be in accordance with Article 1081.15(h) of the *IDOT Standard Specifications for Road and Bridge Construction, current edition* and the appropriate detail included in the plans.

7.3 Required Submittals:

1. Material certifications for inlet filter products.

8 PORTLAND CEMENT CONCRETE SIDEWALK

8.1 Description:

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions, and Section 424 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. This work shall include all equipment, materials, labor, transportation, and workmanship to construct concrete sidewalk as shown on the plans.

This work shall be in accordance with the following standards or details:

FRSA 'Treatment Plant PCC Sidewalks' detail.

IDOT Highway Standard 424001-12.

This work shall consist of preparing subgrade and installing and compacting a 6 inch aggregate base course, which shall be included in this item.

All sidewalks to be installed shall conform to all applicable laws and regulations including, but not limited to, most current PROWAG and ADA requirements. The Contractor shall be knowledgeable of PROWAG and ADA requirements and shall provide assistance to the Engineer in the design of all sidewalk installations at no additional cost to the FRSA. Assistance may include, but is not limited to, field assistance in measuring sidewalk grades, staking and layout of curb ramps, verification of PROWAG and ADA compliance and final grade checks of formwork prior to the placement of concrete material.

Thickened edges shall be installed per plan locations and detail dimensions and shall be included in this item.

This work shall include furnishing, maintaining, and removing a suitable concrete wash-out container. Concrete shall not be placed until this container is available for use.

Expansion joints shall be installed per Article 424.07 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*.

8.2 Materials:

1. All materials shall be per Article 424.02 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*.
2. Aggregate base course for sidewalks shall be IDOT gradation CA-06.
3. Expansion joint fillers shall be in accordance with Section 1051 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*.

8.3 Required Submittals:

1. PCC mix designs.
2. Material gradation certificates for aggregate.
3. Expansion joint fillers material certification.

9 RIVER ROCK

9.1 Description:

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions. This work shall include all equipment, materials, labor, transportation, and workmanship to install river rock for landscaping as shown on the plans.

This work shall include preparing subgrade, installing weed barrier fabric, and installing landscape edging as shown on the plans or as directed by the Engineer.

Landscape edging shall be installed around all or portions of the perimeter of the river rock landscape area as directed by the Engineer. Landscape edging shall be secured with spikes at least 8 inches long at 2 foot maximum intervals.

The prepared subgrade shall be smooth, even, and allow for positive drainage. Weed barrier fabric shall be installed on the prepared subgrade. Fabric shall overlap 6 inches at seams. Wire staples shall be used to permanently secure the fabric in place. A minimum of 1 staple per square yard is required. The top of the fabric shall be free of all soil or foreign material prior to placing river rock.

River rock shall be placed to a depth of 4 inches and shall be spread uniformly so that no high, low, or bare spots occur. Where new river rock is shown to be installed at locations of existing river rock, existing rock material may be re-used, provided it is clean, free of debris, and matches new rock material, at the discretion of the engineer.

9.2 Materials:

1. Weed barrier fabric shall be an approved black, ultraviolet resistant, nonwoven geotextile fabric with a minimum weight (mass) of 1.75 oz/square yard.
2. Landscape edging shall be a polyethylene material.
3. River rock shall be full round stones 1 to 3 inches in diameter and shall have a gray color. River rock shall be of a consistent and durable color.

9.3 Required Submittals:

1. Weed barrier fabric specifications.
2. Landscape edging specifications.
3. River rock specifications, including size & color. A sample may be required by the Engineer.

10 SIDEWALK REMOVAL

10.1 Description:

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions, and Section 440 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. This work shall include all equipment, materials, labor, transportation, and workmanship to completely remove and properly dispose of sidewalk as shown on the plans.

Removal limits shall be sawcut full depth prior to removing sidewalk. This item shall include the removal of steps, stoops, etc.

10.2 Required Submittals:

None.

11 STORM SEWER REMOVAL

11.1 Description:

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions, and Section 551 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. This work shall include all equipment, materials, labor, transportation, and workmanship to remove storm sewers as shown on the plans.

This work shall consist of the complete removal and disposal of existing storm sewer pipes of various materials and sizes as shown on the plans. Disposal shall be in accordance with Article 202.03 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*.

This work shall include all earth excavation, trench backfill and compaction, saw cutting as required, in accordance with all applicable IDOT provisions and specifications.

This work shall include plugging existing storm sewer main/manhole connections. This shall include reworking of existing manhole inverts, masonry bulkheads, all necessary fittings, couplings and disposal of existing pipe.

11.2 Required Submittals:

None.

12 STORM SEWERS, PVC

12.1 Description:

This work shall conform to Four Rivers Sanitation Authority (FRSA) requirements, details, and provisions and Section 550 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. This work shall include all equipment, materials, labor, transportation, and workmanship to furnish and install storm sewers as shown on the plans.

This work shall include all earth excavation, pipe, trench backfill, connections to proposed roof downspouts, existing structures, existing PVC sewers, cleanouts as required, and all other materials required to install storm sewers to the lines and grades shown on the plans.

Connection:

For connection to existing storm sewer piping, the Contractor shall install a flexible tap saddle. The connection shall be watertight. The flexible tap saddle shall include stainless steel clamps and be manufactured by Fernco or FRSA approved equivalent.

For connection to the proposed roof downspouts, a UV-stabilized PVC adapter, 4" x 5" x 6" diameter shall be used.

Pipe Bedding:

Crushed stone pipe bedding for flexible pipe shall be IDOT CA-16 gradation (3/8" crushed stone bedding chips) conforming to Class IA per ASTM Standard D2321. Bedding material for flexible pipe shall be placed from six inches (6") minimum below the bottom of the pipe to the spring line of the pipe and shall be haunched in place along the side of the pipe, ensuring that all voids are eliminated. Bedding material shall be placed from the spring line of the pipe to twelve inches (12") minimum above the top of the pipe.

Bedding shall be graded such that it precludes the migration of trench wall material into the bedding.

Trench Backfill:

Trench backfill and compaction, whether with furnished or excavated material, shall be included in this item. The Contractor shall backfill the entire width of all trenches as soon as conditions permit. The trench shall be backfilled to the existing subsoil or proposed subgrade elevation as rapidly as conditions permit. The Contractor shall exercise care not to disturb any existing utilities during backfilling and compaction operations. The Contractor shall use reasonable care while backfilling over the sewer. No materials such as rocks, boulders, compacted or frozen clay or soil masses greater than 1 cubic foot, shall be allowed to be dropped directly on the sewer pipe. If these materials are present in the backfill, the Contractor shall bring bedding material to a point 24 inches above the crown of the pipe. The cost of this additional bedding material shall be considered incidental to this item.

Backfill material and compaction shall be as follows:

- In trenches within 2 feet of all pavements, curb, gutters, curb and gutter, shoulders, sidewalks, driveways, parking lots, etc., backfill shall consist of approved select trench backfill to backfill trenches to subgrade elevation. Select trench backfill shall be IDOT gradation FA-6, or excavated material approved as such, mechanically compacted in 12 inch maximum loose lifts to subgrade elevation. Select trench backfill shall be in accordance with Section 208 and Article 1003.04 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*. Select trench backfill shall be placed and mechanically compacted with a vibratory plate, vibratory roller, or other approved equipment-mounted compaction equipment. Water-jetting, ponding or flooding will not be permitted as a means of trench compaction.

Select trench backfill shall be compacted to ninety-five percent (95%) of Standard Proctor density. All compaction tests shall be performed at the Contractor's expense by an approved, independent geotechnical-testing firm. Compaction testing shall occur on the first full day of backfilling operations. The independent testing firm shall work with the Contractor to establish appropriate and adequate compaction methods and patterns. Select trench backfill moisture content shall be modified if necessary and as operations progress. If the tests do not meet the compaction requirements specified above, the area shall be both re-compacted and re-tested at the Contractor's expense until the test requirements are met. If initial tests indicate compaction requirements are being met, no further lift testing will be required unless the method, equipment, or material (including moisture content) changes.

12.2 Materials:

1. Storm sewer pipe shall be:
PVC SDR 26 with a pipe stiffness of 115 psi meeting the requirements of ASTM D3034. Joints shall meet the requirements of ASTM D3212.
2. Crushed stone pipe bedding shall be IDOT CA-16 gradation conforming to ASTM Standard D2321 Class 1A.
3. Trench backfill shall be per Article 208.02 of the *IDOT Standard Specifications for Road and Bridge Construction, current edition*.
4. Flexible tap saddle by Fernco or approved equal.
5. Downspout adapter, UV-stabilized.

12.3 Required Submittals:

1. Pipe material certifications.
2. Material gradation certificates for pipe bedding material.
3. Material gradation certificates for trench backfill.
4. Tap saddle certifications.
5. Downspout adapter certifications.

IV

General Provisions & Technical Specifications for Sanitary Sewer Construction

(Separate document incorporated by reference)