

PROJECT MANUAL

CHAMPAIGN COUNTY COURTHOUSE ROOF REPLACEMENT

FOR

CHAMPAIGN COUNTY, ILLINOIS
101 E. Main Street
URBANA, ILLINOIS 61801

ISSUED FOR BID

Architect's Project # 20156

ITB # 2021-002

May 4, 2021

Bailey Edward Design, Inc.
1103 S. Mattis Avenue
Champaign, Illinois 61821
217.363.3375

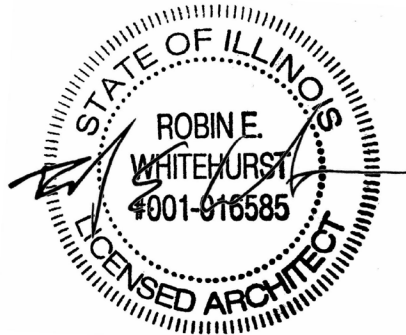


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DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00 11 16 – Invitation to Bid

INVITATION TO BID:

CHAMPAIGN COUNTY COURTHOUSE ROOF REPLACEMENT

Sealed bids for the Champaign County Courthouse Roof Replacement Project will be received by the Champaign County at the Brookens Administrative Center, 1776 East Washington Street, Urbana, IL 61802. Bids will be opened publicly.

Work generally includes but is not limited to the following:

- Remove existing asphalt shingle system and underlayment completely down to roof deck
- Remove existing flashing and copings where indicated on Drawings.
- Install roof underlayment, ice/water shield, and asphalt shingle system
- Install metal flashings and coping.
- Replace damaged copper copings and valley flashings.

Proposals must be submitted on the forms provided and shall contain no qualifications or interlineations. In submitting a bid, it is agreed that the bid may not be withdrawn for a period of thirty (30) days after Bid Date.

The Owner reserves the right to require from any bidder, prior to contract award, a detailed statement regarding the business and technical organization of the bidder that is available for the contemplated work, and a list of his proposed subcontractors. Information pertaining to financial resources may also be required.

A Bid Security in the form of a cashier's check, certified check, or acceptable bidder's surety bond, made payable to the Owner, in an amount that is not less than ten percent (10%) of the Bid proposal submitted, including all Alternates, shall accompany each Bid as a guarantee that: (1) the Bidder will not modify, withdraw or cancel the proposal for thirty (30) days after the bid date; and (2) the bidder, if awarded the contract, will promptly enter into a contract and execute such bonds and furnish such insurance certificates as may be required. Should the Bidder fail to honor these two (2) guarantees for any reason, the Owner shall total the damages and shall deduct the amount of such damages from the Bidder's Bid Security. Should the damages total less than the amount of the Bid Security, the difference shall be returned to the Bidder. However, all damages in excess of the Bid Security shall be borne by the Owner. Damages may include, but shall not be limited to, reasonable compensation for the Owner's additional time spent, additional Architect's fees, costs to the Owner for delays in completion of the Work based upon the Bidders proposed Contract Time and the Contract Time as Awarded including, but not limited to, interest expense and lost revenue, the difference between the Bidder's proposed Contract Sum and the Contract Sum as awarded and costs to re bid the Project should such action become necessary. Such bid securities will be returned to the unsuccessful bidders after execution of the Contract.

Sealed bids for the proposed work will be received up to the hour of **2:00 P.M.** Central Daylight Time on **Friday, June 4, 2021** at the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, IL 61802.

A pre-bid conference will be held in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, IL 61802, on **Friday, May 14, 2021** at **2:00 P.M.** CDT.

A complete set of documents will be available from Dean's Superior Blueprint, 404 E. University Ave., Champaign, IL. 61820, www.deansblueprint.com, 217.359.3261.

Refundable Plan Deposit: \$75 for each set of bid documents. Two (2) sets maximum, Additional sets may be purchased without refund. For Electronic sets, contact Bailey Edward at 217.363.3375 or icollett@baileyedward.com

Plan deposits will be refunded in full upon the return of the Bid Documents, in good condition, within ten (10) days after the bid opening. The deposits of General Contractors, who do not submit a bonafide bid or do not return the Bid Documents within ten (10) days after the bid opening, will not be refunded.

Contractor and Subcontractors shall include in bids, the cost for the current prevailing wage (Illinois Prevailing Wage Act - 820 ILCS 130/0.01 et seq.). The Contractor shall ensure that any Subcontractors shall comply with the Illinois Prevailing Wage Act.

The Owner reserves the right to reject any or all bids, to waive any irregularities in the bidding, or to accept the bids that in their judgment will be for their best interest.

Once awarded the contract, the Contractor will furnish a satisfactory performance bond, execute the contract and proceed with the work. The Contractor shall indicate the amount of the performance bond on the bid form.

END OF SECTION 00 11 16

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

PART 1 - Section 00 21 13 – Instructions to Bidders

1.1 INSTRUCTIONS TO BIDDERS

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.
 - 1. A copy of AIA Document A701-2018, "Instructions to Bidders," is bound in this Project Manual.
- B. AIA Document A201 "General Conditions" is hereby incorporated into the Procurement.
 - 1. A copy of AIA Document A201-2017 "General Conditions" is bound in this project manual.

END OF DOCUMENT 00 21 13



AIA[®] Document A701[™] – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

Champaign County Courthouse Roof Replacement
101 E. Main Street
Urbana, IL 61801

THE OWNER:

(Name, legal status, address, and other information)

Champaign County, IL
1776 East Washington Street
Urbana, IL 61802

THE ARCHITECT:

(Name, legal status, address, and other information)

Bailey Edward Design, Inc.
1103 S. Mattis Avenue
Champaign, IL 61821
Telephone Number: 217.363.3375

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- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612[™]–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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 any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 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, to which Work may be added or deleted by 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, or that does not change, 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 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 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 observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 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.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall 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 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 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.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 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 Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 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 Prior to submitting a Bid, each Bidder shall ascertain 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 or identified in the Bidding Documents.

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms 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” or as required by the bid form.

§ 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 neither make 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 and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name 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.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, 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. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, 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.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, 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 best interests.

§ 5.3.2 Unless otherwise prohibited by law, 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 lowest responsive and responsible 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 and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; 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 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, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for 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.

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.

§ 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 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 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 commence sooner 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 Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 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 to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Champaign County Courthouse Roof Replacement
101 E. Main Street
Urbana, IL 61801

THE OWNER:

(Name, legal status and address)

Champaign County, Illinois
1776 East Washington Street
Urbana, IL 61802

THE ARCHITECT:

(Name, legal status and address)

Bailey Edward Design, Inc,
1103 S. Mattis Avenue
Champaign, IL 61821

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- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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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 or proposal 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 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.

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

§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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.

§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 its 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 2.3.4, 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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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 make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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 the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the 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 Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 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.

§ 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 promptly report to the Owner (1) known deviations from the

Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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 the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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; 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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. The Contractor shall proceed promptly with changes in the Work, 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and 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 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 suppliers 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application 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.

§ 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 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' 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 shutdown, 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 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 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. 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 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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, a Subcontractor, or a Sub-subcontractor; 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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 by the amount of the Contractor's reasonable additional costs of shutdown, 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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, the Contractor shall be entitled to an equitable adjustment to

the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any 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 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 2.5.

§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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 under 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 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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, 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 15.1.7, 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00 22 13 – Supplementary Instructions to Bidders

1.1 INSTRUCTIONS TO BIDDERS

A. Instructions to Bidders for Project consist of the following:

1. AIA Document A701 - 2018, "Instructions to Bidders" a copy of which is bound in this Project Manual.
2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

- A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS

A. Add Section 2.1.7:

1. 2.1.7 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

B. Add Section 2.1.8:

1. 2.1.8 - The Bidder is a properly licensed Contractor according to the laws and regulations of the local and state jurisdictions and meets qualifications indicated in the Procurement and Contracting Documents.

C. Add Section 2.1.9:

1. 2.1.9 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.4 ARTICLE 3 - BIDDING DOCUMENTS

A. 3.4 - Addenda:

1. Delete Section 3.4.3 and replace with the following:
 - a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.
2. Add Section 3.4.4.1:

- a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:
 - 1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
 - 2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.5 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:

1. Add Section 4.1.9:

- a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

B. 4.2 - Bid Security:

1. Delete section 4.2.1 and replace with the following:

- a. Each Bid shall be accompanied by a bid security in the form and amount required in the bid documents and noted in 00 41 06.

C. 4.3 - Submission of Bids:

1. Delete section 4.3.1 and replace with the following:

- a. A Bidder shall submit paper copies its Bid, the bid security, and all other documents required by the bid documents.

2. Add Section 4.3.2.1:

- a. 4.3.2.1 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

D. 4.4 - Modification or Withdrawal of Bid:

1. Add the following sections to 4.4.1:

- a. 4.4.1.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.

- b. 4.4.1.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

1.6 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.2 - Rejection of Bids:

1. Add Section 5.2.1:

- a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Engineer's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.7 ARTICLE 6 – POST-BID INFORMATION

A. 6.1 - Contractor's Qualification Statement:

1. Add Section 6.1.1:

- a. 6.1.1 - Submit Contractor's Qualification Statement no later than five days after the bid submittal.

1.8 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:

1. Add Section 7.1.1.1:

- a. 7.1.1.1 – A Performance Bond will be required, in an amount equal to 100 percent of the Contract Sum.

B. 7.2 - Time of Delivery and Form of Bonds:

- 1. Delete the first sentence of Section 7.2.1 and insert the following:

- a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

2. Delete Section 7.2.3 and insert the following:

- a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.9 ARTICLE 8 – ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

- A. The form of agreement between Owner and Contractor is included in specifications and is bound in this project manual.

1.10 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Add Article 9:

1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner, in such number of counterparts as Owner may require.
2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement or the date that the Bidder is obligated to deliver the executed Agreement and required bonds to Owner.
4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 00 22 13

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00 22 44 - Additional Insurance Requirements

1.1 INSURANCE

The Contractor shall purchase and maintain insurance as required in the current edition of the Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum, AIA Document A101 and the General Condition of the Contract for Construction, AIA Document A201 as modified by these specifications, AIA General Conditions and Supplements to the AIA General Conditions, Article 11

- A. All of the above documents shall be thoroughly studied prior to purchases of an insurance policy to cover the Project.
- B. While not limited to the following requirements, the requirements listed below are brought to the Contractors Specific attention.
 - 1) Champaign County, and the Architect/Engineer shall be named as additional insureds on the Commercial General Liability Policy and the Umbrella Liability Policy.
 - 2) Waivers of Subrogation are required for both Property Insurance and for Liability Insurance.

1.2 ADDITIONAL LIABILITY INSURANCE REQUIREMENTS

In addition to the liability insurance requirements noted in Paragraph 1.01 above, the following requirements also apply:

- A. The Contractor shall purchase and maintain a Commercial General Liability Policy which shall include the following coverage areas:
 - 1) Operations of the Contractor - direct liability coverage for the Contractors activities at a permanent location and the Project Site;
 - 2) Operations of Subcontractors - Liability coverage for those entities for which the Contractor has a duty to supervise and stand legally responsible for their conduct;
 - 3) Completed Operations - Liability for property damage and bodily injury and death that occurs after Substantial Completion;
 - 4) Personal Injury - Including but not limited to, libel, slander, defamation of character, wrongful eviction, right of private occupancy, false arrest and detention and other similar personal injuries;
 - 5) Employees as Additional Insured - Include employees and their acts into the coverage;
 - 6) Explosion, Collapse, Underground - Liability coverage for the property of others to include, but not limited to, unknown utilities; and
 - 7) Contractual Liability - coverage for the assumption of others by Contract.
- B. The Commercial General Liability Policy shall name Champaign County, the Architect, the Architect's Consultants, their agents and employees as additional insured.
- C. The Contractor shall purchase and maintain Workers Compensation and Employees Liability Insurance.
- D. The Contractor shall purchase and maintain commercial Automobile Liability Insurance. This policy shall cover Owned, Non-owned and Hired vehicles.
- E. The Contractor shall purchase and maintain Umbrella Liability Coverage to provide higher limits of

liability above those required for General Liability, Employers Liability and Automobile Liability.

- F. The Umbrella Liability Policy shall name Champaign County, the Architect, the Architect's Consultants, their agents and employees as additional insured.
- G. The Contractor shall purchase and maintain Owners Liability Insurance (Owners Protection Liability) which shall cover the Owners liability for all injuries and damages arising from the Project. This policy shall name the Architect and the Architect's Consultants, their agents and employees as additional insured.
- H. Liability limits shall be as specified herein or the maximum exposure as stated in the Government Tort Claims Acts as most recently amended, whichever is higher.
- I. The minimum amount of coverage and the limits of liability shall be as specified below:
 - 1) Claims under workers' or workman's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed:
 - a. As required by law.
 - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees:
 - a. \$1,000,000.00
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees:
 - a. \$ 500,000.00
 - 4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person:
 - a. \$1,000,000.00
 - 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:
 - a. \$ 500,000.00
 - 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:
 - a. \$1,000,000.00
 - 7) Claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18 of the General Conditions for the Contract for Construction as modified:
 - a. \$ 500,000.00

1.3 SUBMITTAL REQUIREMENTS

- A. Submit ACORD 25-S form along with the signed Agreement Between Owner and Contractor.
- B. Champaign County shall be listed as Certificate Holder.
- C. Include the following sentence under Special Items:

"The Certificate Holder is Champaign County, Architect, Architect's Consultants, including their Agents and Employees are named as additional insured's in both the General and Umbrella Liability Policy. Waivers of Subrogation are in effect for both liability and property insurance policies."

1.4 LOSS OF USE INSURANCE

- A. The Owner, at the Owners option, may purchase and maintain such insurance that will protect the Owner against the loss of use of this property.

END OF SECTION 00 22 44

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00 25 13 – Prebid Meeting

1.1 PREBID MEETING

- A. There will be a Prebid meeting as indicated below:
 - 1. Meeting Date: Friday, May 14, 2021
 - 2. Meeting Time: 2:00 P.M. CDT.
 - 3. Location: Brookens Administrative Center, 1776 East Washington Street, Urbana, IL 61802, Lyle Shields Meeting Room.
- B. Bidder Questions: Submit written questions to be addressed at Prebid meeting a minimum of two business days prior to meeting.
- C. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
 - 1. Procurement and Contracting Requirements:
 - a. Instructions to Bidders.
 - b. Bidder Qualifications.
 - c. Bonding.
 - d. Insurance.
 - e. Bid Form and Attachments.
 - f. Bid Submittal Requirements.
 - g. Notice of Award.
 - 2. Communication during Bidding Period:
 - a. Obtaining documents.
 - b. Bidder's Requests for Information.
 - c. Bidder's Substitution Request/Prior Approval Request.
 - d. Addenda.
 - 3. Contracting Requirements:
 - a. Agreement.
 - b. The General Conditions.
 - c. The Supplementary Conditions.
 - d. Other Owner requirements.
 - 4. Construction Documents:
 - a. Scopes of Work.
 - b. Temporary Facilities.
 - c. Use of Site.
 - d. Work Restrictions.
 - e. Unit Price.
 - f. Substitutions following award.

5. Schedule:
 - a. Project Schedule.
 - b. Contract Time.
 - c. Other Bidder Questions.
 6. Site/facility visit or walkthrough.
 7. Post-Meeting Addendum.
- D. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees of prebid meeting only. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
1. Sign-in Sheet: Minutes will include list of meeting attendees.

END OF DOCUMENT 00 25 13

RETURN WITH BID

DIVISION 0 - BIDDING & CONTRACT REQUIREMENTS
Document 00 41 06 – Bid Bond

as Principal, and
a corporation of the State of _____

as Surety, are held and firmly bound unto the Champaign County the amount of ten percent (10%) of the amount of the base bid for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to this agreement.

Principal has submitted to Obligee a bid to enter into a written contract, for

Project Number: _____ Division of Work: _____
in accordance with bidding documents for the project, which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

THE CONDITION OF THIS OBLIGATION is that if Principal, upon acceptance by Obligee of its bid within the period of time specified for acceptance, shall comply with all post award requirements as required by the terms of the bid within the time specified after date of the Notice of Award, or in the event of the failure to comply with all post award requirements, if Principal shall pay Obligee (1) for all costs of procuring the work which exceeds the amount of its bid, or (2) shall pay Obligee the amount of this bond as liquidated damages in the event Principal is a sole bidder and after an attempt to secure other bids by readvertising none can be obtained, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby agrees that its obligation shall not be impaired by any extensions of time for Obligee's acceptance or compliance with post award requirements. Surety hereby waives notice of such extensions.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR

BY _____
SIGNATURE

Title _____

ATTEST:

SURETY

BY _____
OFFICER OF THE SURETY

Title _____

CORPORATE SECRETARY (Corporations only)

JURAT (Notary's Statement Authenticating Signature)

STATE OF _____

COUNTY OF _____
I, _____, a Notary Public in and for said county, do hereby certify that

(Insert Name of Attorney-In-Fact for SURETY)

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ DAY OF _____ A.D. 20 _____

My commission expires _____

Notary Signature _____

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
Section 00 41 13 – Bid Form – Stipulated Sum (Single-Prime Contract)

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Champaign County Courthouse Roof Replacement
- C. Project Location: 101 E. Main Street, Urbana, Illinois 61801
- D. Owner: Champaign County

1.2 CERTIFICATIONS AND BID

- A. **Base Bid, Single-Prime (All Trades) Contract:** The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Bailey Edward Design, Inc., 1103 S. Mattis Avenue, Champaign, IL 61821, and their consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars
(\$ _____)

1.3 TIME OF COMPLETION

- A. Provided the contractor receives Notice to Proceed on or prior to July 2, 2021 the bidder agrees to be substantially complete with the Base Bid work on or before October 1, 2021.

1.4 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated _____.
 - 2. Addendum No. 2, dated _____.

1.5 SUBMISSION OF BID

A. In submitting the Bid, the undersigned agree that this Proposal will not be withdrawn for a period of thirty (30) calendar days from the date of submission. It is understood the Owner reserves the right to reject any and all Bids and to waive informalities and irregularities.

1. Respectfully submitted this ____ day of _____, 2021.

2. Submitted By : _____
(Name of bidding firm or corporation).

3. Authorized Signature : _____
(Handwritten signature).

4. Signed By : _____
(Type or print name).

5. Title : _____
(Owner/Partner/President/Vice President).

6. Witness By : _____
(Handwritten signature).

7. Attest : _____
(Handwritten signature).

8. By : _____
(Type or print name).

9. Title : _____
(Corporate Secretary or Assistant Secretary).

10. Street Address: _____.

11. City, State, Zip: _____.

12. Phone: _____.

13. License No.: _____.

14. Federal ID No. : _____

(Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

BIDDER'S / CONTRACTOR'S DISCLOSURE AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, being duly sworn, do state as follows:

(Place a mark in front of appropriate type of business)

Corporation (If a Corporation, complete B)

Partnership (If a Partnership, complete C)

Individual Proprietorship (If an Individual, complete D)

B. CORPORATION

The State of Incorporation is _____

The registered agent of the Corporation in Illinois is:

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

The Corporate officers are as follows:

President:

Vice President:

Secretary:

Treasurer:

RETURN WITH BID

C. PARTNERSHIP

The Partners are as follows (attach additional sheets if necessary):

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

The business address is: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is: _____

Business Telephone: _____

My home address is: _____

Home Telephone: _____

E. Under penalty of perjury _____

(Contractor's Name)

Certifies that _____ (FEIN / SSN)
is its correct Federal Taxpayer Identification Number, or in the case of an individual or sole proprietorship, Social Security Number.

NON-DISCRIMINATION STATEMENT

The Contractor does not and will not engage in discriminatory practices; the Contractor does not and will not engage in discrimination because of race, sex, age, religion, national origin or sensory, mental, or physical handicap in hiring or firing; and the Contractor is, in fact, an equal opportunity employer.

RETURN WITH BID

NON-COLLUSION STATEMENT

- A. That the only persons or corporations interested with _____
(Name of Bidder)
in the delivery of the materials and/or services bid upon under the Contract other than its officers,
directors, shareholders and employees are:

_____ Name	_____ Address
_____ Name	_____ Address
_____ Name	_____ Address
_____ Name	_____ Address

- B. That the said Bid is made without any connection or common interest in the profits with any other persons making any Bid or Proposal for said Work except as listed above.
- C. That this Contract is in all respects fair and entered into without collusion or fraud.
- D. That no employee or any officer of the Owner has any financial interest, directly or indirectly, in the award of this Bid to Bidder except as listed above.
- E. That the Bidder is not barred from bidding on this Contract as a result of violation of either Section 33E-3 (Bid Rigging) or Section 33E-4 (Bid Rotating) of Chapter 38, Illinois Revised Statutes.
- F. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

NO DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned certifies that the Contractor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedure established by the appropriate Revenue Act; or the Contractor has entered into an agreement (2) with the Illinois Department of Revenue for the payment of all such taxes due and is in compliance with the agreement.

RETURN WITH BID

FAMILIARITY WITH LAWS STATEMENT

I, the undersigned, being duly sworn, do hereby state that

(Company Name)

is familiar with and will comply with all Federal, State and Local laws applicable to the Project, which include, but are not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

PENDING AND UNCOMPLETED WORK

I, the undersigned, being duly sworn, do hereby declare that the following is a true and correct statement relating to all uncompleted contracts of the undersigned for Federal, State, County, City and private work, including all subcontract work; and all pending low BIDS not yet awarded or rejected:

Total Projects Under Contract

Total Projects with Pending Low Bids

Total Value of Projects Under Contract and Pending
Low Bids

(Affiant's Signature)

(Print Name & Title)

(Company Name)

SUBSCRIBED and SWORN to before me this

_____ day of _____, 2021

Notary Public

My Commission Expires:

(SEAL)

INSTRUCTIONS: This affidavit is to be completely filled out and executed by the chief officer of the Bidder authorized to submit the affidavit. Attach written explanation where applicable.

RETURN WITH BID

DRUG FREE WORKPLACE CERTIFICATION

STATE OF _____)
)
COUNTY OF _____) **SS**

Note: The Illinois Drug Free Workplace Act, effective January 2, 1992, requires the Owner to obtain this certification from each contractor with 25 or more employees or with contracts for \$5,000 or more.)

The Contractor certifies that it will:

A. Public a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
2. Specifying the actions that will be taken against employees for violations of such prohibitions.
3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B. Establish a drug free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The Contractor's policy of maintaining a drug free workplace.
3. Any available drug counseling, rehabilitation and employee assistance program.
4. The penalties that may be imposed upon employees for drug violations.

C. Give a copy of the published statement referred to in paragraph A above to each employee engaged in the performance of the Owner's contract and post the statement in a prominent place in the workplace.

RETURN WITH BID

- D. Notify the Owner within 10 days after receiving notice under paragraph A.3.b. above from an employee or otherwise receiving actual notice of such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted.
- F. Assist employees in selecting a course of action in the event drug counseling, treatment or rehabilitation is required and a trained referral team is in place.
- G. Make a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

If an individual, the Contractor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Owner's contract.

The Contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:

- A. Take appropriate personnel action against such employee up to and including termination; and
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.

Contractor:

By: _____

Title: _____

SIGNED and SWORN to before me this

_____ day of _____, 2021.

Notary Public

DIVISION 0 - BIDDING & CONTRACT REQUIREMENT
Section 00 43 43 – Prevailing Rate of Wages

1. PREVAILING WAGE ACT

- 1.1 Pursuant to Illinois Compiled Statutes 820 ILCS 130/0.01 et seq., these specifications list on the following pages, the Illinois Department of Labor prevailing rate of wages for the county where the contract is being performed and for each craft or type of worker needed to execute the contract.
- 1.2 Contractor shall submit certified payrolls with monthly application for payment.
- 1.3 A Project Labor Agreement is required for this project.

END OF SECTION 00 43 43

Champaign County Prevailing Wage Rates posted on 3/15/2021

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	BLD		32.49	33.74	1.5	1.5	2.0	2.0	7.25	17.72	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		24.25	25.25	1.5	1.5	2.0	2.0	9.00	7.40	0.00	0.50	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	20.57	0.00	1.24	
BRICK MASON	All	BLD		33.14	34.80	1.5	1.5	2.0	2.0	8.60	15.80	0.00	0.88	
CARPENTER	All	BLD		37.11	39.36	1.5	1.5	2.0	1.5	8.90	15.25	0.00	0.70	
CARPENTER	All	HWY		37.85	39.60	1.5	1.5	2.0	2.0	8.90	16.20	0.00	0.67	
CEMENT MASON	All	BLD		34.16	36.66	1.5	1.5	2.0	2.0	9.85	11.05	0.00	0.50	
CEMENT MASON	All	HWY		35.20	37.20	1.5	1.5	2.0	2.0	9.85	11.55	0.00	0.50	
CERAMIC TILE FINISHER	All	BLD		32.13		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
ELECTRIC PWR EQMT OP	All	ALL		47.70	56.60	1.5	1.5	2.0	2.0	7.93	13.36	0.00	0.72	
ELECTRIC PWR GRNDMAN	All	ALL		32.41	56.60	1.5	1.5	2.0	2.0	7.47	9.07	0.00	0.48	
ELECTRIC PWR LINEMAN	All	ALL		53.09	56.60	1.5	1.5	2.0	2.0	8.09	14.86	0.00	0.80	
ELECTRIC PWR TRK DRV	All	ALL		34.02	56.60	1.5	1.5	2.0	2.0	7.52	9.53	0.00	0.51	
ELECTRICIAN	All	BLD		43.83	48.21	1.5	1.5	2.0	2.0	7.25	10.92	0.00	0.66	
ELECTRONIC SYSTEM TECH	All	BLD		32.28	34.28	1.5	1.5	2.0	2.0	7.25	10.32	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
FENCE ERECTOR	All	ALL		34.34	36.24	1.5	1.5	2.0	2.0	11.59	13.02	0.00	1.11	
GLAZIER	All	BLD		36.51	38.51	1.5	1.5	2.0	2.0	6.45	11.45	0.00	0.68	
HEAT/FROST INSULATOR	All	BLD		32.85		1.5	1.5	2.0	2.0	7.99	13.24	0.00	0.35	0.50
IRON WORKER	All	ALL		34.34	36.24	1.5	1.5	2.0	2.0	11.59	13.02	0.00	1.11	
LABORER	All	BLD		29.99	31.24	1.5	1.5	2.0	2.0	7.25	17.72	0.00	0.80	
LABORER	All	HWY		32.59	33.59	1.5	1.5	2.0	2.0	7.25	17.80	0.00	0.80	
LATHER	All	BLD		37.11	39.36	1.5	1.5	2.0	2.0	8.90	15.25	0.00	0.70	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		32.13		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
MARBLE MASON	All	BLD		33.65		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
MILLWRIGHT	All	BLD		33.06	35.31	1.5	1.5	2.0	2.0	8.90	19.76	0.00	0.70	
MILLWRIGHT	All	HWY		36.40	38.15	1.5	1.5	2.0	2.0	8.90	20.52	0.00	0.67	
OPERATING ENGINEER	All	ALL	1	42.25	43.25	1.5	1.5	2.0	2.0	10.35	11.45	0.00	1.20	
OPERATING ENGINEER	All	ALL	2	27.15	43.25	1.5	1.5	2.0	2.0	10.35	11.45	0.00	1.20	
OPERATING ENGINEER	All	ALL	3	43.25	44.25	1.5	1.5	2.0	2.0	10.35	11.45	0.00	1.20	

PAINTER	All	ALL		36.11	37.61	1.5	1.5	2.0	2.0	9.85	6.38	0.00	0.60	
PAINTER - SIGNS	All	ALL		36.11	37.61	1.5	1.5	2.0	2.0	9.85	6.38	0.00	0.60	
PILEDRIIVER	All	BLD		38.11	40.36	1.5	1.5	2.0	2.0	8.90	15.25	0.00	0.70	
PILEDRIIVER	All	HWY		37.85	39.60	1.5	1.5	2.0	2.0	8.90	16.20	0.00	0.67	
PIPEFITTER	All	BLD		46.12	48.98	1.5	1.5	2.0	2.0	7.75	10.25	0.00	2.06	
PLASTERER	All	BLD		34.05	36.05	1.5	1.5	2.0	2.0	9.85	12.85	0.00	0.50	
PLUMBER	All	BLD		46.12	48.98	1.5	1.5	2.0	2.0	7.75	10.25	0.00	2.06	
ROOFER	All	BLD		34.18	37.18	1.5	1.5	2.0	2.0	9.64	8.65	0.00	0.36	
SHEETMETAL WORKER	All	BLD		38.63	40.88	1.5	1.5	2.0	2.0	9.45	15.75	0.00	0.52	1.92
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52	
STONE MASON	All	BLD		33.14	34.80	1.5	1.5	2.0	2.0	8.60	15.80	0.00	0.88	
TERRAZZO FINISHER	All	BLD		32.13		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
TERRAZZO MASON	All	BLD		33.65		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
TILE MASON	All	BLD		33.65		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
TRUCK DRIVER	All	ALL	1	38.93	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	ALL	2	39.50	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	ALL	3	39.77	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	ALL	4	40.14	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	ALL	5	41.21	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	1	31.14	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	2	31.60	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	3	31.82	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	4	32.11	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	5	32.97	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TUCKPOINTER	All	BLD		33.14	34.80	1.5	1.5	2.0	2.0	8.60	15.80	0.00	0.88	

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations CHAMPAIGN COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four

axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If

a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01 11 00 – Project Summary

1. GENERAL

1.1 WORK INCLUDED

A. Contractor shall provide all labor and materials associated with the work of this section, including:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.

1.2 PROJECT INFORMATION

A. Project Identification:

1. Champaign County Courthouse Roof Replacement
101E. Main Street, Urbana, Illinois 61801

B. Owner's Representative: Champaign County.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Base Scope: The base bid work includes removal and replacement of the existing asphalt roof system at the original building and addition. Existing sheet metal flashings and copings as indicated on Drawings to be removed and replaced. Hail damaged areas of copper copings and valley flashings to be replaced with like material.

2. PRODUCTS (NOT APPLICABLE)

3. EXECUTION (NOT APPLICABLE)

END OF SECTION 01 11 00

DIVISION 1 - GENERAL REQUIREMENTS
Section 01 32 00 - Construction Schedule

1. GENERAL

1.1 REQUIREMENTS INCLUDE:

- A. The General Contractor shall prepare and maintain a detailed project schedule as described below.
- B. The project schedule shall be the Contractor's working schedule; used to execute the work and record and report actual progress. It shall show how the Contractor plans to complete the work within the contract time and meet any contractually specified intermediate milestone dates.

1.2 RELATED REQUIREMENTS

- A. Specified Elsewhere:
 - 1. Section 01 11 00 - Project Summary
 - 2. Section 01 33 23 - Shop Drawings, Product Data and Samples

1.3 FORM OF SCHEDULE

- A. The schedule shall provide sufficient detail and clarity so that the General Contractor can plan and control the work and the Owner and the A/E can readily monitor and follow the progress of all portions of the work. The critical activities must be clearly shown. The degree of detail must be satisfactory to the A/E and the Owner.
- B. The project schedule shall be in the form of a Gantt chart, and shall indicate the critical path, including durations.

1.4 CONTENTS OF SCHEDULE

- A. The schedule must be inclusive of all installation tasks of the work.
- B. Submittal and approval of shop drawings and material samples as well as delivery dates of major equipment shall be included in the project schedule.
- C. Activity duration shall be in whole working days.
- D. There should be at least one activity for each specification section.

1.5 UPDATING

- A. The project schedule shall be updated monthly.
- B. Actual activity completion dates shall be reported and recorded on the schedule.
- C. Progress on uncompleted activities shall be reported.
- D. Projected completion dates and activities shall be reviewed and revised if necessary.

1.6 REPORTS AND SUBMITTALS

- A. Within 15 days of the Authorization to Proceed, the Contractor shall submit the project schedule to the A/E and the Owner.
- B. Five (5) days prior to the pay/progress meeting, the contractor shall submit the current updated schedule to the A/E and the Owner.

1.7 REVIEWS

- A. Payment and reduction of retainage may be denied by the Owner for failure to submit a proper schedule and maintaining work progress according to the project schedule.

2. PRODUCTS

(NOT APPLICABLE)

3. EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 32 00

DIVISION 1 - GENERAL REQUIREMENTS
Section 01 33 23 - Shop Drawings, Product Data & Samples

1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. The Sub-contractor shall make submittals to the General Contractor. The General Contractor shall maintain a master list of submittals.
- B. Submittals shall be complete and legible. Incomplete submittals will be returned and not reviewed.

1.2 GENERAL CONTRACTOR:

- A. Review Sub-contractor's submittals within 5 business days.
 - 1. Verify field dimensions.
 - 2. Verify compliance with Contract requirements.

1.3 RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. Submittal specific to each section are further outlined within the technical submittals as such within submittal package. Submittals deemed incomplete or not indication supplied by separate sub, shall be returned without review.

1.4 DEFINITIONS

- A. Shop drawings: Shop drawings are original drawings prepared by Contractor, subcontractor, sub-subcontractor, supplier or distributor, which illustrated some portion of the work, showing fabrication, layout, setting or erection details.
 - 1. Prepared by qualified detailer.
 - 2. Identify details by reference to sheet and detail numbers shown on contract drawings.
 - 3. Maximum sheet size: 30" x 42"
 - 4. Submit a maximum of (5) copies. Electronic copies of submittals are preferred.
- B. Product data:
 - 1. Manufacturer's standard schematic drawings edited to fit this project.
 - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - a. Clearly mark each copy to identify pertinent materials, products or models.
 - b. Show dimensions and clearances.
 - c. Show wiring diagrams and controls.
- C. Samples: Physical samples to illustrate materials, equipment or workmanship. Approved samples establish standards by which complete work is judged. Maintain at site as directed. Protect until no longer needed.
 - 1. Office samples: Of sufficient size to clearly illustrate:
 - a. Functional characteristics of product or material.
 - b. Full range of color samples.
 - c. After review, samples may be used on construction of project.

2. Field samples and mock-ups:
 - a. Erect at project site at location approved by the Architect.
 - b. Construct each sample or mock-up complete, including work of all crafts required in finished work.
 - c. Remove as directed.

1.5 SCHEDULE SUBMITTAL

- A. Submit schedule of all exhibits to Architect/Engineer within fifteen (15) business days after preconstruction meeting.

1. Prepare schedule in bar chart format, Include:
 - a. Exhibit identification
 - b. Specification section and page number
 - c. Date of submittal to Architect/Engineer
 - d. Latest date for final approval
 - e. Fabrication time.
 - f. Date of Installation
2. Architect/Engineer will review and comment on exhibit schedule and will advise the Contractor as to which submittals require longer review durations.

Submit number of copies of shop drawings, product data and samples which contractor requires for distribution plus (2) copies which will be retained by Architect/Engineer.

- B. Accompany submittals with transmittal letter, in duplicate, containing.

1. Date
2. Project title and number
3. Contractor's name and address.
4. The number of shop drawings, product data and samples submitted.
5. Notification of deviations from Contract.
6. Other pertinent data.

- C. Submittals shall include:

1. Date and revision
2. Project title and number
3. Name of:
 - a. Architect/ Engineer
 - b. Architect/ Engineer consultant
 - c. Subcontractor
 - d. Sub-subcontractor
 - e. Supplier
 - f. Manufacturer
 - g. Separate detailer when pertinent
4. Identification of product or material.
5. Relation to adjacent structure or material.
6. Field dimensions clearly identified as such.
7. Specification section and page number.
8. Specified standards, such as ASTM number or ANSI.

9. A blank space, (5"x5"), for Architect/Engineer's stamp.
 10. Identification of previously approved deviation(s) from contract documents.
 11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract.
 12. Space for Contractor's approval stamp.
- D. Electronic Submittals: All submittals may be submitted electronically except for those specifically listing a requirement for paper submittals or physical samples. Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single file (pdf format) incorporating submittal requirements of a single Specification Section and transmittal form. Only complete submittals will be accepted.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g.; PROJNAME_061000.01). Resubmittals shall include an alphabetic suffix after the decimal point (e.g.; PROJNAME_061000.01A)
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Using Agency/ Architect/ Engineer.
 4. Transmittal Cover Sheet Form for Electronic Submittals: As described by the Architect and containing all information as indicated above for paper submittals.
- 1.6 RESUBMISSION REQUIREMENTS
- A. Resubmit all shop drawings, product data, and samples as requested by the Contractor and/or A/E.
- 1.7 RESPONSIBILITIES
- A. Review shop drawings, product data and samples prior to submission to the next level of authority. Review Subcontractor's submittals within five (5) business days. Certify review and transmit to Architect.
- B. Verify:
1. Field dimensions.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Verify compliance with contract documents.
- C. Coordinate each submittal with requirements of:
1. The work.
 2. The contract documents.
 3. The work of other contractors.
 4. The existing conditions indicated to remain.
- D. Contractor's responsibility for errors, omissions or deviation from contract documents in submittals is not relieved by the Architect/Engineer's review of submittals.
- E. Prior to submission, notify the Architect/Engineer in writing of all proposed deviations in submittals from Contract requirements. Substitution of materials or equipment may only be approved by change order.
- F. Do not begin any work which requires submittals without Architect/Engineer's approval.
- G. After Architect/Engineer's review, make response required by A/E's stamp and distribute copies. Indicate by transmittal that copy of approved data has been delivered to installer.

1.8 ARCHITECT/ENGINEER'S RESPONSIBILITIES

- A. Review submittals within fourteen (14) calendar days.
- B. Review for:
 - 1. Design concept of project.
 - 2. Compliance with Contract Documents.
- C. Review all requests for proposed deviations.
- D. Affix stamp, date and initials or signature certifying review of submittal, and with instructions for the Contractor.
- E. Return submittals to sender for response or distribution.

2. PRODUCTS
(NOT APPLICABLE)

3. EXECUTION
(NOT APPLICABLE)

END OF SECTION 01 33 23

DIVISION 1 - GENERAL REQUIREMENTS
Section - 01 35 16 - Remodeling Project Procedures

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. Each Contractor:

1. Coordinate work of employees and subcontractors.
2. Schedule elements of remodeling and renovation work to expedite completion.
3. Schedule noisy or hazardous work to avoid problems with Owner's operations.
4. In addition to demolition, cut, move or remove existing construction to provide access or to allow remodeling and new work to proceed. Include:
 - a. Repair or remove hazardous or unsanitary conditions.
 - b. Remove abandoned piping, conduit and wiring.
 - c. Remove unsuitable or extraneous materials not marked for salvage, such as rotted wood, brick paving, rusted metals and deteriorated concrete.
5. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a neat transition to adjacent new or restored construction.
6. Note or record existing project conditions before beginning work to minimize later disputes.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01 32 00 - Construction Schedules.
2. 01 51 50 - Use of Existing Facilities
3. 01 73 29 - Cutting & Patching
4. 01 74 13 - Construction Cleaning
5. 01 74 23 - Final Cleaning.

1.3 SEQUENCE AND SCHEDULES

A. Submit separate detailed sub-schedule for alterations work, coordinated with Construction Schedule. Show:

1. Each stage of work; occupancy dates of areas.
2. Date of Substantial Completion for each area of alteration work.
3. Crafts and subcontractors employed in each stage.

1.4 ALTERATIONS, CUTTING AND PROTECTION

A. Cut finish surfaces by methods to terminate surfaces in a straight line at a natural point of division.

2. PRODUCTS (NOT USED)

3. EXECUTION

3.1 REMOVE EXISTING CONSTRUCTION

A. Temporary Removals:

1. Remove all items as noted on the drawings or otherwise required to complete the work shown.
2. Store all items as noted on the drawings or otherwise required to complete the work shown.
3. Recondition all existing items as noted on the drawings or otherwise required to complete the work shown.
4. Reinstall all as noted on the drawings or otherwise required to complete the work shown.

B. Remove and dispose of existing items as noted on Drawings.

3.2 PERFORMANCE. Patch and extend existing work using skilled craftsmen capable of matching existing quality of workmanship. For patched or extended work, provide quality equal to that specified for new work.

3.3 DAMAGED SURFACES

A. Patch and replace all portions of existing finished surfaces found to be damaged, lifted, discolored or showing other imperfections, with matching material.

1. Provide adequate support prior to patching the finish.
2. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
3. When existing surface cannot be matched, refinish entire surface to nearest intersections or change of direction.

3.4 TRANSITION FROM EXISTING TO RESTORED WORK

A. When restored work abuts or finishes flush with existing work, make a smooth transition. Patched work shall match existing adjacent work in texture and appearance.

1. When finished surfaces are cut in such a way that a smooth transition with restored work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface.

3.5 CLEANING

A. Perform construction cleaning as specified in 01 74 13 and as follows:

1. Clean User occupied areas daily.
2. Clean all spillage, overspray or heavy dust collections in User occupied areas immediately.

B. At completion of work of each craft, clean area and make surfaces ready for work of successive crafts.

- C. At completion of alterations work in each area, provide final cleaning in accord with 01 74 23 and return space to a condition suitable for use of User.

END OF SECTION 01 35 16

DIVISION 1 - GENERAL REQUIREMENTS
Section - 01 51 50 - Use of Existing Facilities

1. GENERAL

- 1.1 The project will be constructed at an occupied facility. These requirements supplement and other sections of the Project Manual.
- 1.2 The Owner and public will continue use of the County Courthouse through construction. Some limited closure or barricades are expected for portions of the work. Contractor is responsible for coordinating all closures with Champaign County and the Using Agency, as necessary.
- 1.3 REQUIREMENTS INCLUDE - Contractor provide:
 - A. Scheduling
 - B. Security and site regulations
 - C. Entrances (if required)
 - D. Construction aids
 - E. Temporary enclosures and barriers
 - F. Fences
 - G. Temporary utilities
 - H. Construction Cleaning
 - I. Storage
 - J. Close-out

2. EXECUTION

2.1 SCHEDULING

- A. Schedule the work to allow the Owner to use the facility with as minimal impact as possible. Submit separate detailed subschedule showing:
 - 1. Staging of work and occupancy dates.
- B. Schedule noisy or hazardous work to avoid problems with Owner's operations.

2.2 SECURITY AND SITE REGULATIONS

- A. Confer with the Owner's representative and obtain full knowledge of all site rules and regulations affecting work.

2.3 ENTRANCES Public entrances shall remain open. Contractor shall provide overhead protection where indicated on Drawings to protect employees and general public. Contractor shall not be permitted day to day access into the building.

2.4 CONSTRUCTION AIDS: Except as noted, Contractor provide and maintain construction aids and equipment for common use and to facilitate execution of the work.

2.5 TEMPORARY ENCLOSURES AND BARRIERS - Contractor:

- A. Provide temporary enclosures to separate work areas from existing parking and from areas occupied by Owner.
- B. Provide and maintain suitable barriers to prevent unauthorized entry, and to protect the work.

2.6 TEMPORARY UTILITIES

- A. Contractor shall provide and pay for extension or modification of services to perform the work, and for restoration of services at completion of work.

2.7 ACCESS ROADS & PARKING AREAS

- A. Limit any loading of existing paved areas to 4000 p.s.i. maximum.
- B. Use of existing parking facilities for construction personnel or for contractor's vehicles or equipment is not permitted.
- C. Maintain roads, walks and parking areas in a sound, clean condition. Restore areas, damaged by construction operations, not in contract to original condition upon work completion prior to Final Acceptance.
- D. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations or construction operations.
- E. Coordinate any temporary construction vehicle entrance onto the property for deliveries or access with the Owner a minimum of (3) days prior to the necessity.
- F. Equipment with bearing pressure above 4000 psi shall not be allowed on the grounds or paving.

2.8 TRAFFIC REGULATION Contractor provide traffic control and directional signs, mounted on barricades or standard posts:

- A. At each change of direction of a roadway and at parking areas.
- B. Provide qualified and suitably equipped flaggers when construction operations encroach on traffic lanes, as required for traffic regulation.
- C. Where contractor requires sidewalk closure to execute scope of work, permits and alternative access for pedestrians shall be provided in the work of this contract.

2.9 CONSTRUCTION CLEANING

- A. Each Contractor provide cleaning and disposal of waste materials, debris and rubbish during construction.
- B. Coordinating Contractor to supervise and coordinate cleaning operations of all Assigned Contractors.
- C. Each Contractor provide covered containers for deposit of waste materials, debris and rubbish.

2.10 STORAGE Make arrangements with Owner's Representative for any on-site storage of materials and equipment to be installed in project. Protection and security for stored materials and equipment is solely contractor's responsibility.

2.11 CLOSEOUT

- A. Upon completion of need to use existing user-provided facilities, or when directed by Architect/Engineer, restore each to original or specified condition.
- B. At completion of work in each area, provide final cleaning and return space to a condition suitable for use of Owner.

END OF SECTION 01 51 50

DIVISION 1 – GENERAL REQUIREMENTS
SECTION 01 54 00 – CONSTRUCTION AIDS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor shall provide all labor and material to install and maintain construction aids and equipment for all personnel use and to facilitate execution of the work:
 - 1. Ladders, working platforms and Scaffolding/Fall Protection.
 - 2. Heavy Equipment.
 - 3. Temporary enclosures, electrical power & water services, etc.
 - 4. Construction Barriers, and dust/noise/fume separations.
 - 5. Platforms.
 - 6. Stairs.
 - 7. Power and hand tools.
- B. Each Contractor must comply with OSHA regulations as they relate to these construction aids and all applicable standards.
- C. See respective specification sections for particular requirements.
- D. Provide and maintain for own forces all other construction aids required to complete his work.
- E. Remove all construction aids upon completion of the work, or as directed.

1.2 RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. Section 01 10 00 - Project Summary.
 - 2. Section 01 51 00 - Temporary Utilities.
 - 3. Section 01 74 23 - Final Cleaning.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials may be new or used, suitable for purpose. Comply with specified codes, standards, and regulations.

2.2 CONSTRUCTION AIDS

- A. Maintain facilities and equipment in first class condition.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Consult with Architect and Owner, review site conditions and factors which affect construction procedures and construction aids, including adjacent occupied areas which may be affected by execution of the work.
- B. Coordinate with Owner for placement of barriers to maintain Owner operations, while protecting occupants from exposure to dust, noise, and fumes.

3.2 INSTALLATION

- A. Comply with respective Project Manual Specification Sections.
- B. Relocate construction aids as construction progresses to expedite storage or work and to accommodate legitimate requirements of the Owner and other contractors at the site.

3.3 REMOVAL:

- A. Completely remove temporary materials, equipment and services:
 - 1. When construction needs can be met by authorized use of permanent construction.
 - 2. At project completion.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore existing facilities used for temporary purposes to original condition.

END OF SECTION 01 54 00

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 56 00 - TEMPORARY BARRIERS AND ENCLOSURES

PART I - GENERAL

1.1 WORK INCLUDES

- A. Base Bid: Use of Barriers and Enclosures: The Contractor shall provide all labor and materials necessary to furnish, erect and maintain temporary barriers, barricades, enclosures, and temporary construction fencing as required for the following:
 - 1. To provide weather tight protection of building as roofing or deck is removed as part of the work in contract.
 - 2. To protect the health and safety of occupants and the general public from exposure to immediate physical harm as well as to noise, dust, and fumes. Note that this Section does not provide minimum requirements related to Indoor Air Quality.
 - 2. To protect new and pre-existing adjacent construction from exposure to physical damage, dust, dirt, and water.
 - 3. To provide security of valuable property.
 - 4. To protect trees and plants.

1.2 RELATED SECTIONS

- A. Section 01 54 00 - Construction Aids

PART 2 - PRODUCTS

2.1 GENERAL FABRICATION

- A. Substantial Construction: Barriers and enclosures shall be of adequately substantial construction to serve their purpose without failure throughout the duration of their use. Materials may be new or used, suitable for the intended purpose, but shall not violate requirements of applicable codes and standards.
- B. Rigid Fencing: The general public, as well as adjacent lawns and plantings, shall be protected from harm by the installation of continuous, durable, rigid 6 foot high fencing at the limit lines of each construction area.
- C. Tree Protection: Existing trees that are adjacent to a construction site shall be protected from damage by the installation of durable, rigid 6 foot high fencing at the drip line of each tree.
- D. Dust enclosures.

PART 3 - EXECUTION

3.1 BASIC REQUIREMENTS

- A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for required purposes.
- B. Install barriers and enclosures so as to not create new hazards such as tripping or protrusions that might be a source of safety concern to pedestrians or passers by.

- C. Establish reasonable alternative access when necessary due to placement of barriers.
- D. Maintain barriers during entire construction period.
- E. Relocate barriers as required by progress of construction.

3.2 TREE AND PLANT PROTECTION REQUIREMENTS

- A. Preserve and protect existing trees and plants at site which are designed to remain, and those adjacent to site.
- B. Consult with the Owner for removal of agreed-on roots and branches which interfere with construction.
 - 1. Employ a qualified tree surgeon to remove, and to treat cuts.
- C. Provide temporary barriers to a height of six feet, around each, or around each group, of trees and plants. The barriers shall be placed at the drip line of each tree.
- D. Protect root zones of trees and plants:
 - 1. Do not allow vehicular traffic or parking.
 - 2. Do not store materials or products.
 - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
 - 4. Prevent puddling or continuous running water.
- E. Carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.
- F. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations. Any damage and any necessary replacements will be evaluated by F&S horticulturists.

3.3 DUST ENCLOSURES

- A. Dust enclosures shall be continuous barriers with a rigid frame, made of clean materials, which will prevent dust from leaving work areas. Additionally, they may be required to resist noise and fumes as necessitated by contractors work plan.

3.4 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by the Architect.
- B. Clean and repair damage caused by installation, fill and grade areas of the site to required elevations and slopes, and clean the area.

END OF SECTION 01 56 00

DIVISION 1 - GENERAL REQUIREMENTS
Section 01 62 04 – Substitution Procedures

1. GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for substitutions.

1.2 SUBSTITUTIONS

A. Base Bid shall be in accordance with the Contract Documents.

B. Substitution requests prior to bidding shall be submitted to Architect, in writing, a minimum of ten (10) days prior to bid date.

C. After the end of the bidding period, substitution requests will be considered only in case of:

1. Product unavailability
2. Other conditions beyond the control of the Contractor

D. Substitution Requests: Submit PDF electronic file of each request submitted for consideration. Identify product or fabrication or installation method to be replaced. Submit requests for substitutions on attached form. Submit a separate request form for each substitution. Include Specification Section number, title, and Drawing numbers and titles. Support each request with the following information:

1. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature, identifying:
 - 1) Product description
 - 2) Reference standards
 - 3) Performance and test data
2. Itemized comparison of the proposed substitution with product specified, listing significant variations.
3. Data relating to changes in construction schedule.
4. Effects of substitution on separate contracts.
5. List of changes required in other work or products.
6. Accurate cost data comparing proposed substitution with product specified.
 - a. Amount of net change to Contract Sum
7. Designation of required license fees or royalties.
8. Designation of availability of maintenance services sources replacement materials.

E. Substitutions will not be considered for acceptance when:

1. A substitution is indicated or implied on shop drawings or product data submittals without a formal request from the Contractor.
2. Acceptance will require substantial revision of Contract Documents.
3. In judgment of the Architect, the substitution request does not include adequate information necessary for a complete evaluation.
4. Requested directly by a Subcontractor or supplier.

- F. Substitutions for Convenience: Not allowed
- G. Do not order or install substitute products without recommendation of the Architect and acceptance by the Owner/Using Agency.
- H. Architect will determine acceptability of proposed substitutions.
- I. No verbal or written approvals other than by Change Order will be valid.

1.3 CONTRACTOR'S REPRESENTATION

- A. In making formal request for substitution the Contractor represents that:
 - 1. The proposed product has been investigated and it has been determined that it is equivalent, or superior, in all respects to the product specified.
 - 2. The same warranties or bonds will be provided for the substitute product as for the product specified.
 - 3. Coordination and installation of the accepted substitution into the Work will be accomplished and changes as may be required for the Work to be complete will be accomplished.
 - 4. Claims for additional costs caused by substitution which may subsequently become apparent will be waived by the Contractor.
 - 5. Complete cost data is attached and includes related costs under the Contract, but not:
 - a. Costs under separate contracts.
 - b. Architect's costs for redesign or revision of Contract Documents.

1.4 REQUEST FOR SUBSTITUTION FORM

- A. 01 62 04.1 – Substitution Request Form
- B. Substitutions will be considered only when the substitution form is completed and included with the request for substitution submittal and back-up data.

2. PRODUCTS

(NOT APPLICABLE)

3. EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 62 04

DIVISION 1 - GENERAL REQUIREMENTS
Section 01 62 04.1 – Request for Substitution Form

REQUEST FOR SUBSTITUTION FORM

Note: Use separate form for each material, product, or equipment item.

Date: _____ Request No.: _____

Project: _____

Location: _____

Name of material, product, or equipment item submitted as substitution:

Name of material, product, or equipment item specified:

Specification Section _____, Article _____, Paragraph _____

Qualities that differ from specified product or system: _____

Name of Manufacturer/(Fabricator):

Address

City, State, and Zip

(_____) _____
Telephone

Name of Vendor/Supplier _____

Address _____

City, State, and Zip _____

(_____)
Telephone _____

Reason for requesting substitution: _____

Substitution affects other materials or systems, such as dimensional revisions, redesign of structure, or modifications to other work:

_____ No

_____ Yes; describe requirements:

If substitution requires modifications to dimensions indicated on drawings, are such modifications clearly indicated on attached data?

_____ Yes

_____ No; if no, explain: _____

Substitution has an effect on construction schedule:

_____ No

_____ Yes; describe effect on schedule:

Savings or credit to Contract Amount for accepting substitute:

Written Amount Dollars (\$ _____)
Amount in Figures

The attached data is furnished herewith for evaluation of the substitution:

Product Data _____, Drawings _____, Samples _____, Tests _____, Reports _____

Other Information _____

The undersigned hereby certifies:

1. The proposed substitution has been fully investigated and is equal or superior to specified product.
2. The same or better warranty will be furnished for proposed substitution as for specified material, product or equipment.
3. All changes in the work resulting from the use of this substitution, if approved, will be coordinated and completed in all respects and all costs, including, but not limited to, those for additional services rendered by the Architect are the responsibility of this Contractor at no additional cost to the Contract.

Contractor

Signed by

Address

City, State, and Zip

For Use by Architect:

☐ Recommend
☐ Not Recommended
☐ Insufficient Data
☐ Recommend as Noted
☐ Received Too Late

For Use by Owner:

☐ Approved
☐ Not Approved
☐ Approved as Noted

By: _____

By: _____

Date: _____

Date: _____

END OF FORM

DIVISION 1 - GENERAL REQUIREMENTS
Section - 01 66 00 - Storage & Protection

1. GENERAL

A. REQUIREMENTS INCLUDE

1. General Contractor make arrangements with Owner for storage of materials and equipment to be installed in project. Protection and security for stored materials and equipment, on and off site is solely contractor's responsibility.

- B. OFF-SITE AUTHORIZATION. Payment for materials/equipment stored off-site will be permitted only on prior written authorization, proof of insurance is submitted, and the material is stored in an independent warehouse under the owner's name and paid for by the contractor.

C. SUBMITTALS.

1. In accordance with Section 01 33 23, submit:
 - a. Request for allocation of storage space.
 - b. List of materials and equipment to be stored.
 - c. Proposed location for storage.
 - d. Special storage requirements.
 - e. Schedule of anticipated storage dates.

2. PRODUCTS

A. PROTECTIVE MATERIALS

1. For duration of storage period, provide materials which will provide proper protection against the elements or other harmful environmental conditions.

3. EXECUTION

A. LOCATION

1. Where authorized by Owner.
2. Contractor will resolve conflicts in storage requirements of all subcontractors.

B. PROTECTION

1. Appropriate protection is required as necessary to maintain quality and intent of stored materials.

END OF SECTION 01 66 00

DIVISION 1 - GENERAL REQUIREMENTS
Section - 01 73 29 - Cutting & Patching

1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Unless noted otherwise, each contractor shall:
 - 1. Execute cutting (including excavating), filling or patching of work to:
 - a. Install specified work.
 - b. Remove samples of installed work specified for testing.
 - c. Remove and replace defective work.
 - 2. In addition, upon written instructions of Architect/Engineer:
 - a. Uncover work to provide for observation of covered work.
 - b. Remove samples of installed materials for testing.
 - c. Remove work to provide for alteration of existing work.
 - 3. Do not cut or alter work of another contractor without written consent of Architect/Engineer.

1.2 SUBMITTALS

- A. Prior to cutting which affects structural members or work of another contractor, submit written notice to Architect/Engineer requesting consent to proceed with cutting, including:
 - 1. Project identification.
 - 2. Description of affected work.
 - 3. Necessity for cutting.
 - 4. Effect on other work, on structural integrity of project.
 - 5. Description of proposed work. Designate:
 - a. Scope of cutting and patching.
 - b. Contractor and Crafts to execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing.
 - 6. Alternatives to cutting and patching.
 - 7. Designation of party responsible for cost of cutting and patching.
- B. Prior to cutting and patching done on instruction of Architect/ Engineer, submit cost estimate.
- C. When conditions of work, or schedule, indicate change of materials or methods, submit recommendation to Architect/Engineer, including:
 - 1. Condition indicating change.
 - 2. Recommendation for alternative materials or methods.
 - 3. Submittals specified for substitutions.
- D. Submit written notice to Architect/Engineer, designating time work will be uncovered, to provide for observation.

- A. Costs caused by ill-timed or defective work, or work not conforming to contract documents, including costs for additional services of Architect/Engineer: Party responsible for ill-timed, rejected or non-conforming work.
- B. Work done on instructions of Architect/Engineer (by change order only), other than defective or non-conforming work: Owner

2. PRODUCTS

- 2.1 MATERIALS. For replacement of work removed: Comply with specifications for type of work to be performed.

3. EXECUTION

3.1 INSPECTION

- A. Inspect existing conditions of work, including elements subject to movement or damage during:
 - 1. Cutting and patching.
 - 2. Excavating and backfilling.
- B. After uncovering work, inspect conditions affecting installation of new products.

3.2 PREPARATION

- A. Prior to cutting:
 - 1. Provide shoring, bracing and support to maintain structural integrity of project.
 - 2. Provide protection for other portions of the project.
 - 3. Provide protection from elements.

3.3 PERFORMANCE

- A. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances, finishes.
- B. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.
- C. Restore work which has been cut or removed; install new products to provide completed work in accord with contract documents.
- D. Refinish entire surfaces to provide an even finish.
- E. Continuous surfaces: To nearest intersection(s).
- F. Assembly: Entire refinishing.

END OF SECTION 01 73 29

DIVISION 1 - GENERAL REQUIREMENTS
Section - 01 74 13 - Construction Cleaning

1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. General Contractor: Supervise and coordinate cleaning operations.

1.2 RELATED REQUIREMENTS

- A. Specified elsewhere:

- 1. Individual Specification Sections: specific cleaning for product or work.
 - 2. Section 01 35 16 – Remodeling Project Procedures

2. PRODUCTS

2.1 EQUIPMENT

- A. As designated in individual specification sections.

3. EXECUTION

3.1 CLEANING

- A. As designated in individual specification sections.

3.2 DISPOSAL

- A. Maintain individual disposal units for sorting of debris for recycling and general disposal.
- B. Properly dispose of all contents of dumpsters off site in an environmentally friendly manner and in compliance with local, state and federal regulations.
- C. No burning of debris or materials is acceptable on site.
- D. All hazardous materials shall be disposed of off-site in an EPA approved facility.

END OF SECTION 01 74 13

DIVISION 1 - GENERAL REQUIREMENTS
Section - 01 74 23 - Final Cleaning

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor: Provide final cleaning:

1. At completion of work, or at such other times as directed by the Contractor, remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight exposed surfaces; leave work clean and ready for occupancy.

1.1 RELATED REQUIREMENTS

A. Specified elsewhere:

1. Section 01 74 13 - Construction Cleaning.

2. PRODUCTS

- 2.1 All products shall be environmentally friendly "Green" cleaning products.

3. EXECUTION

3.1 FINAL CLEANING

A. Employ experienced workmen for final cleaning.

- B. Remove grease, dust, dirt, stains, labels, fingerprints, protection and other foreign materials from sight-exposed finished surfaces; polish surfaces so designated to specified finish.

1. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed surfaces, and of concealed spaces to ensure performance.

C. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.

- D. Contractor soft broom clean all exposed concrete surfaces clean; other paved areas with soft or stiff broom as directed. Rake clean other surfaces on grounds.

E. Contractor to replace air handling filters if units were not protected during construction and shown to have construction dust/debris.

- F. Contractor maintain finally cleaned areas until project, or designated portion thereof, is accepted by A/E.

END OF SECTION 01 74 23

DIVISION 1 - GENERAL REQUIREMENTS
Section - 01 78 36 - Warranties & Bonds

1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Each Contractor shall warrant their work in accordance with the Standard Documents for Construction. In addition, the following Warranties and Bonds shall be provided as specified.
- B. Champaign County will be the designated agent during the warranty period.

2. PRODUCTS

- A. Warranties and Bonds. Include the following:
 - 1. Warranty and/or bond.
 - 2. List of circumstances and conditions that would affect validity of warranty or bond.

3. EXECUTION (NOT APPLICABLE)

END OF SECTION 01 78 36

DIVISION 02 - EXISTING CONDITIONS
Section 02 41 19 - Selective Demolition

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Contractor shall provide all labor, materials, equipment and supplies necessary.
 - 1. Demolition and removal of selected portions of building as noted on the drawings and as required to complete the work shown on the drawings.

1.2 RELATED SECTIONS

- A. Drawings.
- B. General provisions of the contract including General and Supplemental Conditions.
- C. Division 01 Specifications.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and returned to owner or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Using Agency/University cleaned and ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, clean and prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property for dust control and for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Coordination on the use of elevator and stairs.

5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- D. Pre-demolition Photographs or Video: Submit before Work begins.
 1. Any damage not documented as pre-existing will be repaired by contractor.
- E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.
- F. Closeout Submittals
 1. Inventory: Submit a list of items that have been removed and salvaged

1.5 QUALITY ASSURANCE

- A. Pre-demolition Conference: Conduct conference at Project site.
 1. Inspect and discuss condition of construction to be selectively demolished.
 2. Review structural load limitations of existing structure.
 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 5. Review areas where existing construction is to remain and requires protection.

1.6 PROJECT CONDITIONS

- A. Owner will occupy portions of building to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- F. Warranty: Existing Warranties. Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.
- G. If any suspected hazardous materials are encountered do not disturb; immediately notify Architect and Owner.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
- C. Call the Fire Department and notify the Owner if the following systems will be disabled/ restricted at any time during construction/ renovation.
 - 1. Fire Alarm.
 - 2. Fire Suppression.
 - 3. Emergency exit and evacuation.
- D. Any construction/renovation that creates excessive dust (i.e. demolition of plaster, drywall, or flooring) must use dust barriers and negative pressure ventilation.
- E. Any construction/renovation that involves temporary loss of power or ventilation must be coordinated/scheduled with the Facility Manager and will be discussed and determined at the pre-construction meeting.
- F. Any construction/ renovation that creates excessive noise (i.e. jack hammering, use of power saws, power drills,) must be coordinated/ scheduled with the Facility Manager or Using Agency, which will be determined at the pre-construction meeting.
- G. Any construction/ renovation that breaches/ penetrates the building envelope (roof, window, and wall) must be protected from water damage and subsequent mold growth.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner and Architect do not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

- E. Verify hazardous materials have been remediated prior to proceeding with building demolition operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL/PLUMBING SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - 1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- D. Remove temporary barricades and protections where/when hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden

space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations and for two (2) hours after operations cease.

4. Maintain adequate ventilation when using cutting torches.
5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
7. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

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

C. Unless otherwise indicated, demolition waste becomes the property of the Contractor.

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

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, returned to Owner, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

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

END OF SECTION 02 41 19

DIVISION 7 - THERMAL AND MOISTURE PROTECTION
SECTION 07 31 13 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Glass-fiber-reinforced asphalt shingles.
 - 2. Underlayment materials.
- B. Related Requirements:
 - 1. Section 07 62 00 – Flashing and Sheet Metal

1.3 DEFINITIONS

- A. Roofing Terminology: See ASTM D1079 for definitions of terms related to roofing Work in this Section.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference:
 - 1. Contractor shall arrange conference at project site. Contractor, installation contractor project manager and site foreman, and Architect shall be in attendance.

1.5 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Asphalt shingles.
 - 2. Underlayment materials.
 - 3. Asphalt roofing cement.
 - 4. Elastomeric flashing sealant.
- B. Samples: For each exposed product and for each color and blend specified, in sizes indicated.
 - 1. Asphalt Shingles: Full size.
 - 2. Ridge and Hip Cap Shingles: Full size.

C. Samples for Verification: For the following products, in sizes indicated:

1. Asphalt Shingles: Full size for each type of shingle specified.
2. Ridge and Hip Cap Shingles: Full size.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each type of asphalt shingle and underlayment product indicated, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Research Reports: For synthetic underlayment, from ICC-ES, indicating that product is suitable for intended use under applicable building codes.
- D. Sample Warranty: For manufacturer's materials warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For asphalt shingles to include in maintenance manuals.
- B. Materials warranties.
- C. Roofing Installer's warranty.

1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Asphalt Shingles: 100 sq. ft. (9.3 sq. m) of each type and in each color and blend, in unbroken bundles.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized installer who is trained and approved by manufacturer.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated location protected from weather, sunlight, and moisture in accordance with manufacturer's written instructions.
- B. Store underlayment rolls on end, on pallets or other raised surfaces. Do not double-stack rolls.
- C. Protect unused roofing materials from weather, sunlight, and moisture when left overnight or when roofing Work is not in progress.

- D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.11 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with installation only when existing and forecasted weather conditions permit product installation and related Work to be performed in accordance with manufacturer's written instructions and warranty requirements.
 - 1. Install self-adhering, polymer-modified bitumen sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.

1.12 WARRANTY

- A. Materials Warranty: Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Manufacturing defects.
 - 2. Materials Warranty Period: 25 years from date of Substantial Completion, prorated, with first three years non-prorated.
 - 3. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds of up to 130 mph (58 m/s) for fifteen (15) years from date of Substantial Completion.
 - 4. Workmanship Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type of product from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
- B. Wind Resistance: Provide asphalt shingles that comply with requirements of ASTM D3161/D3161M, Class F, and with ASTM D7158/D7158M, Class H.

2.3 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Laminated-Strip Asphalt Shingles: ASTM D3462/D3462M, laminated, multi-ply overlay construction; glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
 - 1. GAF "Timberline Ultra, Heather Blend"
 - 2. Substitutions in accordance with 01 62 04 - Substitutions
 - 3. Algae Resistance: Granules resist algae discoloration.
 - 4. Color and Blends: Match Architect's samples.
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

2.4 UNDERLAYMENT MATERIALS

- A. Organic Felt: Asphalt-saturated organic felts, nonperforated and complying with the following:
 - 1. ASTM D226/D226M: Type I.
- B. Water Barrier/Ice Dam Membrane:
 - 1. Provide self-adhering, composite rubberized asphalt with polyethylene film water barrier membrane with the following general standards:
 - a. minimum thickness: 40 MILS
 - b. Tensile strength: 250 PSI
 - c. Elongation – ultimate failure of rubberized asphalt: 250%
 - d. Pliability – 180 degree F. bend (1" mandrel at -25 degrees F.): unaffected.
 - e. Adhesion to plywood (lb/inch width): 3.0 minimum.
 - f. Extend water barrier/ice dam membrane so it extends 4'-0" beyond outside face of exterior masonry walls.
 - 2. Provide at roof edge metal flashings tight with fascia boards and ridge, hip, and valley areas as indicated on Drawings. Weather lap joints 2" (50 MM) and seal with plastic cement.

2.5 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D4586/D4586M Type II, asbestos free.
- B. Elastomeric Flashing Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant; of class and use classifications required to seal joints and remain watertight; recommended in writing by manufacturer for installation of flashing systems.
- C. Roofing Nails: ASTM F1667, hot-dip galvanized-steel wire shingle nails, 11 gage minimum 0.120-inch- (3-mm-) diameter, sharp-pointed, with a 3/8" diameter flat head and of sufficient length to provide total penetration 3/4 inch (19 mm) into solid wood decking.
 - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- D. Underlayment Nails: Aluminum, stainless steel, or hot-dip galvanized-steel wire nails with low-profile metal or plastic caps, 1-inch- (25-mm-) minimum diameter.

1. Provide with minimum 0.0134-inch- (0.34-mm-) thick metal cap, 0.010-inch- (0.25-mm-) thick power-driven metal cap, or 0.035-inch- (0.89-mm-) thick plastic cap; and with minimum 0.083-inch- (2.11-mm-) thick ring shank or 0.091-inch- (2.31-mm-) thick smooth shank of length to penetrate at least 3/4 inch (19 mm) into roof sheathing or to penetrate through roof sheathing less than 3/4 inch (19 mm) thick.

2.6 METAL FLASHING AND TRIM – See Section 07 62 00

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through asphalt shingles.
 3. Verify that vent stacks and other penetrations through roofing are installed and securely fastened.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove all existing roofing down to the roof deck.
- B. Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections.
- C. Cover with sheet metal, all holes over 1 inch (25mm) in diameter, cracks over 1/2 inch (12mm) in width, loose knots and excessively resinous areas.
- D. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

3.3 INSTALLATION OF UNDERLAYMENTS General:

1. Install using methods in accordance with manufacturer's recommendations and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- B. Eaves (Original Building):

1. install ice/water shield up the slope from eaves edge a full 36 inches (914mm) or to at least 24 inches (610 mm) beyond the interior "warm wall" (whichever length is greatest). Lap ends 6 inches (152mm) and bond.

C. Valleys:

1. Install eaves protection membrane at least 36 (914mm) inches wide and centered on the valley. Lap ends 6 inches (152mm) and seal.
2. Install metal flashing over ice/water shield before roof deck protection is installed; DO NOT nail through the flashing. Secure the flashing by nailing at 18 inches (457 mm) on center just beyond edge of flashing so that nail heads hold down the edge.

D. Hips and Ridges:

1. Install ice/water barrier along entire lengths.

E. Roof Deck Protection:

1. Install one layer of roofing felt over the entire area not protected by ice/water shield at the eaves or valley. Install sheets horizontally so water sheds and nail in place.
2. On roofs sloped at more than 4:12, lap horizontal edges at least 2 inches (51mm) and at least 2 inches (51mm) over eaves protection membrane.
3. Lap ends at least 4 inches (102 mm). Stagger end laps of each layer at least 36 inches (914 mm).
4. Lap roofing felt over ice/water shield in valley at least 6 inches (152mm).

F. Penetrations:

1. Vent pipes: Install a 24 inch (610 mm) square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe.
2. Vertical walls: Install eaves protection membrane extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
3. Chimneys: Install eaves protection membrane around entire chimney extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
4. Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (51mm) and seal with plastic cement; secure with nails.

3.4 INSTALLATION OF STARTER SHINGLES

A. General:

1. Install in accordance with manufacturer's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
2. Refer to application instructions for the selected starter strip shingles.

B. Placement and Nailing:

1. For maximum wind resistance along rakes & eaves, install any starter strip containing sealant or cement shingles to underlayment and each other in a 4" (102mm) width of asphalt plastic roof cement.
2. Place starter strip shingles 1/4" – 3/4" (6 – 19mm) over eave and rake edges to provide drip edge.
3. Nail approximately 1-1/2" – 3" (38 – 76mm) above the butt edge of the shingle.
4. Rake starter course should overlap eave edge starter strip at least 3" (76mm).

3.5 INSTALLATION OF SHINGLES

A. General:

1. Install in accordance with manufacturer's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
2. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
3. Handle carefully in hot weather to avoid scuffing the surfacing or damaging the shingle edges.

B. Placement and Nailing: Secure with 4, 5, or 6 nails per shingle per manufacturer's application instructions or local codes

1. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
2. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
3. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.

C. Metal Valleys:

1. Fabricate with a minimum finished width of 20 inches, a maximum panel length of 10 feet, and a 1 inch high splash diverter rib formed in the center. The outside edges shall be formed for cleat attachment.
2. Form the cleats from the same metal as the valley, and space not more than 24 inches apart on each side.
3. Install the metal valley panels over the ice & water dam sheet in accord with SMACNA's "Architectural Sheet Metal Manual", 5th edition, Figure 4-9, Page 4.18. End laps shall be 8 inches minimum, with the water flow.

D. Penetrations

1. All Penetrations are to be flashed according to manufacturer, ARMA and NRCA application instructions and construction details.

3.6 INSTALLATION OF METAL FLASHING AND TRIM

A. Install metal flashings and trim to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."

3.7 PROTECTION

- A. Protect installed products from foot traffic until completion of the project.
- B. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

END OF SECTION 07 31 13

DIVISION 7 - THERMAL & MOISTURE PROTECTION
Section 07 62 00 - Flashing and Sheet Metal

PART 1 - GENERAL

1.1 WORK INCLUDES:

- A. Base Bid:
 - 1. General Contractor shall provide all labor and materials for:
 - a. Flashing and sheet metal as indicated on Drawings and specified herein at the Courthouse Addition.
 - b. Replacement of damaged copper flashings, sheet metal as indicated on Drawings and specified herein at the Courthouse original building (20 oz. copper)

1.2 RELATED WORK:

- A. Specified elsewhere:
 - 1. Section 07 31 13 – Asphalt Shingles

1.3 QUALITY ASSURANCE

- A. Use skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. In addition to complying with pertinent codes and regulations, comply with pertinent recommendations contained in the current edition of "Architectural Sheet Metal Manual" published by the Sheet Metal and Air Conditioning Contractors National Association (SMACNA).
- C. Copper Development Association Inc.:
 - 1. CDA - Copper in Architecture - Handbook.
- D. Standard commercial items may be used for flashing, trim, reglets, and similar purposes provided such items meet or exceed the quality standards specified.

1.4 SUBMITTALS

- A. Submit:
 - 2. Product data:
 - a. Materials list of items proposed to be provided under this Section
 - b. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 - c. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the work.
 - 3. Shop drawings:
 - a. In sufficient detail to show fabrication, installation, anchorage, and interface of the work of this section with the work of adjacent trades.

1.5 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 10 years from date of substantial completion

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. SPRI Wind Design Standard: Manufacture and install copings and roof edge flashings tested in accordance with ANSI/SPRI/FM 4435/ES-1.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F ambient;

2.1 SHEET METALS (ORIGINAL BUILDING)

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Copper Sheet: ASTM B370, cold-rolled copper sheet, H00 or H01 temper.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hussey Copper Ltd.
 - b. Revere Copper Products, Inc.

2. Nonpatinated, Exposed Finish: Mill.

2.2 SHEET METALS (ADDITION)

- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:

1. Aluminum: .040" thick

- B. Valley Flashing: Fabricate from the following materials:

1. Aluminum: .040" thick

- C. Drip Edges: Fabricate from the following materials:

1. Aluminum: .040" thick

- D. Eave, Rake, Ridge Flashing: Fabricate from the following materials:

1. Aluminum: .040" thick

2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

- B. Synthetic Underlayment: Laminated or reinforced, woven polyethylene or polypropylene, synthetic roofing underlayment; bitumen free; slip resistant; suitable for high temperatures over 220 deg F ; and complying with physical requirements of ASTM D226/D226M for Type I and Type II felts.

- C. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Atlas Molded Products; a Division of Atlas Roofing Corporation.
2. Intertape Polymer Group.
3. Kirsch Building Products, LLC.
4. SDP Advanced Polymer Products Inc.

- D. Self-Adhering, High-Temperature Sheet Underlayment: Minimum 30 mils (0.76 mm) thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer in accordance with underlayment manufacturer's written instructions.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Carlisle WIP Products; a brand of Carlisle Construction Materials.
- b. GCP Applied Technologies Inc.
- c. Henry Company.
- d. Metal-Fab Manufacturing, a Drexel Metals Company.
- e. Owens Corning.
- f. Polyglass U.S.A., Inc.
- g. Protecto Wrap Company.
- h. SDP Advanced Polymer Products Inc.

2. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus 20 deg F (29 deg C) or lower.

- E. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. (0.16 kg/sq. m) minimum.

2.4 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 2. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.
- C. Solder:
 1. For Copper: ASTM B32, Grade Sn50, 50 percent tin and 50 percent lead with maximum lead content of 0.2 percent.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- E. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
 1. Copper compatible elastomeric polyurethane sealant as tested by sealant manufacturer for copper substrates.
- F. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- G. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- H. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required for application.
- I. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the contractor subject to the approval of the Architect.

2.5 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.

2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
 2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- G. Seams:
1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.2 WORKMANSHIP

- A. General:

1. Form sheet metal accurately and to the dimensions and shapes required, finishing molded and broken surfaces with true, sharp, and straight lines and angles and, where intercepting other members, coping to an accurate fit and soldering securely.
2. Unless otherwise specifically permitted by the Architect, turn exposed edges back 1/2 inch.
- B. Form, fabricate, and install sheet metal so as to adequately provide for expansion and contraction in the finished work.
- C. Weatherproofing:
 1. Finish watertight and weather tight where so required.
 2. Make lock seam work flat and true to line.
 3. Where lap seams are not soldered, lap according to pitch, in no case less than three (3) inches.
 4. Make flat and lap seams in the direction of flow.
- D. Joints:
 1. Join parts with stainless steel sheet metal screws where necessary for strength and stiffness.
- E. Nailing:
 1. Whenever possible, secure metal by means of clips or cleats, without nailing through the exterior metal.
 2. In general, space nails, rivets, and screws not more than eight (8) inches apart and, where exposed to the weather, use stainless steel or neoprene washers.
 3. For nailing into concrete, use drilled plugholes and plugs.
- F. Separate dissimilar metals from each other by painting each metal surface in area of contact with a heavy application of bituminous coating, or by other permanent separation as recommended by manufacturers of dissimilar metals.
- G. Installation of Aluminum Items:
 1. Where aluminum flashing is shown with contact to non-ferrous or ferrous metal, wood or cementitious materials, apply 15-mil bituminous coating or heavy trowel coating of roofing cement on substrate or as back-coating on flashing.
 2. Provide form flat-lock seams with epoxy seam sealer or other permanent sealer recommended by aluminum manufacturer except at expansion joints.
 3. Clean exposed aluminum surfaces of every substance, which is visible or might cause corrosion of metal or deterioration of finish.
- 3.3 EMBEDMENT
 - A. Embed metal in connection with roofs in a solid bead of sealant, using materials and methods approved in advance by the Architect/Engineer.
- 3.4 TESTS
 - A. Upon request of the Architect/Engineer, demonstrate by hose or standing water that the flashing and sheet metal are completely watertight.

END OF SECTION 07 62 00