

TRITON COLLEGE
DISTRICT #504
SUBJECT: Request for Bid

SCHEDULE 2.4
Aug 12, 2025

The Board of Trustees invites you to submit a proposal on the item(s) listed below.



John Lambrecht
Associate Vice President – Facilities

QUANTITY	ARTICLE DESCRIPTION
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EXTERIOR PAINTING AT BUILDING A

Please visit www.triton.edu/rfp to check for any additional addendums or changes.

RESPONSE OPENING: 2:00 pm, LOCAL TIME, Tuesday, August 26, 2025
Learning Resource Center / Building A / ROOM A-300

QUESTIONS, PLEASE CONTACT ARCON ASSOCIATES, INC. –
Mr. Brian Schmitt (630) 495-1900 Ext. 237 or email Bschmitt@arconassoc.com

There will be a Pre-Bid Meeting of all interested bidders. Any bidder submitting a bid on this project is strongly encouraged to attend this meeting. Location and time are as follows:

Location: Triton College – Building A - Lobby
200 Fifth Avenue, River Grove, IL 60171
Time: 9:00 AM
Date: Monday, August 18, 2025

This proposal is to be received by TRITON COLLEGE – BUSINESS OFFICE, ROOM A 306 (Learning Resource Center), located at 2000 Fifth Avenue, River Grove, IL, 60171, on or before Tuesday, August 26, 2025, before 2:00 pm, local time. It is the Bidder's responsibility to have the proposal received in the Business Office by the deadline. Hand Delivered, Messengered, Express Shipping Agent, or trackable delivery service is required. Timely delivery in the Business Office (A-306) is the sole responsibility of the Bidder. The Mailbox Rule shall not apply or deem a bid timely received. Electronic submissions or facsimile copies are not permissible.

FIRM: _____ SIGNATURE: _____

ADDRESS: _____ CONTACT: _____

CITY & STATE: _____ TELEPHONE: _____

EXHIBIT "A"

**TRITON COLLEGE
EXTERIOR PAINTING AT BUILDING A
BID FORM & BIDDER IDENTIFICATION**

Name of Bidder: _____

Address: _____

City, State, Zip: _____

Phone: _____ Contact: _____

The undersigned acknowledges receipt of:

PROJECT: Exterior Painting at Building A

ADDRESS: 2000 Fifth Avenue, River Grove, IL 60171

Bidder has examined the site and all bidding documents. Shall be responsible for performing all work specifically required by all parts of the bidding documents, including all drawings and specifications for the entire project.

Specifications and ANY and ALL addendums will be posted to the following website:

www.triton.edu/rfp

Bid Opening – Tuesday, August 26, 2025, 2:00 PM, Learning Resource Center, Building A, Room A-300.

EXHIBIT "A"

TRITON COLLEGE EXTERIOR PAINTING AT BUILDING A BID FORM & BIDDER IDENTIFICATION

Bidder is responsible for checking website for any issued addendums.

Agrees to:

- A. Hold this bid open until 60 calendar days after the bid opening date.
- B. Accept the provisions of the Instructions to bidders regarding disposition of bid security.
- C. Enter into and execute a contract with Triton when awarded on the basis of this bid, and in connection therewith to:
 - 1. Furnish all bonds and insurance in accord with the bidding document
 - 2. Accomplish the work in accord with the Contract

SITE VISIT

Contractors are encouraged to visit the site. Contact ARCON Associates Inc., Gaspare Pitrello, 630/495-1900 Ext. 210 or gppitrello@arconassoc.com and Brian Schmitt, 630/495-1900 Ext. 237 or bschmitt@arconassoc.com for further information.

BID DEPOSIT:

The undersigned furnished herewith as required, bid security in the amount of 10% of the amount bid in the form of cashier's check _____, certified Check, _____ made payable to the Owner or bid bond _____, naming the College as obligee. (Bidder to check form of deposit furnished).

It is understood and agreed that should the undersigned fail to enter into a contract with the College or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the College as liquidated damages and not as a forfeiture. As it is impossible to determine precisely and exact amount of damages the College will sustain, it is agreed that the bid deposit is a fair and equitable estimate of damages.

Bidder shall also be required to comply with State of Illinois laws on preference employment, as outlined in IL. Rev. Stat. CH. 48 269-28-285 "Preference to Citizens on Public Works Projects".

BID WILL BE "NON RESPONSIVE" IF THESE REQUIREMENTS ARE NOT FULFILLED

EXHIBIT "A"

TRITON COLLEGE EXTERIOR PAINTING AT BUILDING A BID FORM & BIDDER IDENTIFICATION

ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda and has included the provisions of same in this Bid. (List by number and date appearing on each addendum)

Addendum No.

Dated

BID ACCEPTANCE

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the bid opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract (A.I.A. Document A101, 2007 Edition.) in accordance with the bids as accepted. He will obtain performance and payment bonds with such surety or sureties as the Owner may approve, cost of which shall be included in the base bid.

ARBITRATION: All references to arbitration in any portion of the contract documents are deleted. All disputes arising under this agreement shall be resolved in the Circuit Court of Cook County.

PAYMENT: Payments will be processed monthly based on completion of services as determined by Owner in the Owner's sole determination.

CHANGE ORDERS: Change orders will not be approved unless prior written authorization is received by the Owner and the policy and procedures of Owner have been strictly adhered to. Owner is a governmental entity which cannot, by law, be obligated to pay for any change not authorized and in compliance with applicable laws, regulations and policies. All requests for changes shall be in writing and accompanied by adequate supporting documentation. Contractor shall, upon request complete any form for a change that may be required or requested by Owner or its architect.

The College reserves the right to award the contract to its best interests, to any or all bids, to waive informalities, in bidding and to hold all bids for the bid guarantee period, a period of 60 days after bid opening.

The Undersigned:

Having examined the site of the work, and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the specifications and duly issued addendum, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the specifications and such additional work may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

EXHIBIT "A"

TRITON COLLEGE EXTERIOR PAINTING AT BUILDING A BID FORM & BIDDER IDENTIFICATION

Agrees:

To furnish and/or install the described services for stated price.

To hold this bid open until 60 calendar days after the bid opening date.

To enter into and execute a contract with the College, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish bid security and insurance in accordance
2. Accomplish the work in accord with the contract

REPRESENTATIONS AND CERTIFICATIONS

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid proposal. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY: The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

INDEPENDENT PRICE DETERMINATION: The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE: The contractor and each subcontractor shall pay not less than the prevailing rate of hourly wages for Work of a similar character in the locality in which the Work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime Work in the performance of Work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois Revised Statutes, Chapter 48, Section 39s-1 et seq.

Pursuant to Illinois Revised Statutes, Chapter 48, Section 39s-5 the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, Workers and mechanics employed by them and also showing the actual hourly wage paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq., or by any laborer, Worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the Contractor or subcontractor of the pendency of such claim, demand, lien or suit.

EXHIBIT "A"

TRITON COLLEGE EXTERIOR PAINTING AT BUILDING A BID FORM & BIDDER IDENTIFICATION

BID RIGGING/BID ROTATING

The undersigned is not barred from bidding on this project as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 38E-4 (Bid rotating) under Article 33E of Chapter 38 of the Illinois Revised Statutes.

The Contractor Acknowledges:

1. That he understands the specifications
2. That he has the equipment, technical ability, personnel and facilities to construct the project in accordance with the specifications
3. That the specifications are, in his opinion, appropriate and adequate for said project.
4. That he will conform to and abide by the decision of the Owner as to selection of Contractor.

Legal Name of person, corporation, partnership
or joint venture

If Corporation, affix Corporate Seal

Dated _____, 20____.

Signature and Title

EXHIBIT "A"

**TRITON COLLEGE
EXTERIOR PAINTING AT BUILDING A
BID FORM & BIDDER IDENTIFICATION**

If a Corporation

NAME

ADDRESS

_____	President _____
_____	Secretary _____
_____	Treasurer _____

Corporation, State of _____

If a Partnership

NAME OF PARTNERS

ADDRESS

_____	_____
_____	_____
_____	_____

If a Joint Venture

NAME OF MEMBERS

ADDRESS

_____	_____
_____	_____
_____	_____

EXHIBIT "A"

**TRITON COLLEGE
EXTERIOR PAINTING AT BUILDING A
BID FORM & BIDDER IDENTIFICATION**

BID SUMMARY FORM

BIDDER NAME: _____

BASE BID (INCLUDES ALLOWANCE):

CONSTRUCTION CONTINGENCY (@ 10% OF BASE BID ABOVE):

TOTAL BASE BID INCLUDING CONTINGENCY:

ALTERNATE 1: LOUVER PAINTING

ADD _____

EXHIBIT "A"

**TRITON COLLEGE
EXTERIOR PAINTING AT BUILDING A
BID FORM & BIDDER IDENTIFICATION**

SUBMITTAL:

BIDDER

BY:

BIDDER ADDRESS

SIGNATURE

CITY, STATE AND ZIP CODE

TITLE

DATE

BUSINESS TELEPHONE

FAX

E-MAIL

Envelopes containing bid, bid security and other required documents must be sealed, marked and addressed as follows:

TRITON COLLEGE
Exterior Painting at Building A
Business Office / Purchasing Department / A 306
2000 Fifth Avenue
River Grove, IL 60171

PROJECT MANUAL

FOR

EXTERIOR PAINTING
AT BUILDING A

AT

TRITON COLLEGE
2000 FIFTH AVENUE
RIVER GROVE, ILLINOIS 60171

OWNER:

BOARD OF TRUSTEES
TRITON COLLEGE
2000 FIFTH AVENUE
RIVER GROVE, ILLINOIS 60171



DATE: AUGUST 12, 2025

PROJECT NO. 25044



EXHIBIT "B"

PROJECT MANUAL

FOR

EXTERIOR PAINTING
AT BUILDING A

AT

TRITON COLLEGE
2000 FIFTH AVENUE
RIVER GROVE, ILLINOIS 60171

AUGUST 12, 2025

PROJECT NO. 25044

OWNER:
BOARD OF TRUSTEES
TRITON COLLEGE
2000 FIFTH AVENUE
RIVER GROVE, ILLINOIS 60171

ARCHITECT:
ARCON ASSOCIATES, INC.
2050 SOUTH FINLEY ROAD, SUITE 40
LOMBARD, ILLINOIS 60148

EXHIBIT "B"

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EXHIBIT "B"

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

1. INSTRUCTIONS TO BIDDERS

The work is to be performed at:

Triton College – Building A
2000 Fifth Avenue
River Grove, Illinois 60171

The Owner is:

Board of Trustees
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171

2. SCOPE

Scope of Work includes, but is not limited to the following:

The project is to perform exterior painting work at Triton College Building A.

The contractor is notified that allowances are included in the base bid of this project. Contingency is added to sum of base bid which includes allowance. See Section 01 21 00 – Allowances.

Contractor to include 10% attic stock, for items that require attic stock. Attic stock shall be delivered to O&M Building with an inventory list. Inventory list provided by Contractor. Triton and Contractor shall sign reviewed inventory list upon delivery.

Contractor shall video tape any training required and provide a digital copy as part of the closeout documents.

It is the responsibility of the Contractor to compile and upload digital closeout documents to BHFX. – refer to Closeout Section 01 78 00. The Electronic Closeout Documentation shall be prepared by BHFX Imaging. **Contractors are responsible for all Closeout Fees.** Please contact BHFX Project Coordinator Supervisor at 847-593-3161 for Pricing and Closeout Organization Information.

Contractor responsible for all costs associated with locating all existing underground utilities using a private locating company (Lucky Locators or similar).

3. GENERAL

The Contractor shall supply all labor, transportation, apparatus, scaffolding, and any tools necessary for the completion of the work, maintain and remove temporary equipment, and construct in excellent and workmanlike manner the complete work and everything properly incidental thereto as stated in the contract documents or reasonably implied therefrom. It is not the intent of the contract documents to set forth in detail every item necessary for the construction of this project. Contractor must be qualified for this work and must, without direction, furnish and install everything necessary to provide construction complete and in acceptable order ready for use without additional work. All parts must be coordinated, complete, ready to operate and delivered to the Owner in new condition.

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Each Contractor shall coordinate his work with any and all other trades and Contractors on the site. His work shall be performed in a timely fashion to meet the project time schedule for all work.

4. BIDDING DOCUMENTS

1. Advertisement for Bids
2. Bid Form (Proposal)
3. Bid Security
4. Instructions to Bidders
5. General Conditions
6. Supplementary General Conditions
7. Specifications
8. Drawings
9. Addenda

Contractor shall review all existing drawings for the building, especially electrical, structural, mechanical, architectural and fire alarm system drawings. These are on file at the Owner's office.

5. CONTRACTOR REQUIREMENTS

All interested Bidders shall meet the following requirements in order to bid this project:

- (1) Be a licensed Prime Contractor in the State of Illinois and shall have five (5) years experience minimum.
- (2) As the Prime Contractor, they shall provide evidence that they have a minimum bonding capacity of \$2,000,000. The Bonding Company must be licensed in the State of Illinois.
- (3) As the Prime Contractor, they shall provide a letter from the specified manufacturer(s) with their Bid Form, stating that they can obtain the specified guarantees.
- (4) As the Prime Contractor, they shall have their own place of business, equipment, staff and manpower, etc., required for the type of work that they are licensed to perform. The business address, equipment storage as well as the staff and manpower should be located within a 100 mile radius of the project site location.
- (5) As the Prime Contractor, they shall have successfully completed five (5) projects of the same size (or larger), scope, cost and guarantees in the last five (5) years. These projects shall be listed in the bid form for the system specified on this project. The foreman and manpower for this project should also have worked on five (5) projects of the same size (or larger) and scope in the last five (5) years, as represented on the Bid Form.
- (6) As the Prime Contractor, they shall be able to meet the necessary insurance limits required by the Contract Documents (see Supplementary General Conditions for insurance limits). The insurance company shall be acceptable to Owner.
- (7) As the Prime Contractor, they shall provide financial information at the Owner's request, including, but not limited to, financial statements for the three (3) previous years. The financial statements shall have been prepared and certified by a C.P.A.
- (8) As the Prime Contractor, they shall submit to the Owner for review a list of all subcontractors that are not listed on the Bid Form, within three (3) days after being notified that their bid has been accepted
- (9) As the Prime Contractor, they shall be pre-qualified with the Architect prior to the Bidding. Pre-Qualifications shall be presented on the Architect's form "Pre-Qualification Form for Prime

EXHIBIT "B"

Contractors" and / or AIA Document A305-1986 (or current version thereof). Pre-Qualification must be current as of January 1 of the current year.

- (10) As the Prime Contractor, represents and warrants that they are not currently and within the past five (5) years, have not been suspended, debarred, excluded or otherwise limited as a contractor, construction manager or participant in any state, federal or Illinois Purchasing Act governed construction contract, grant or reimbursement program. In the event Contractor is or has been suspended, debarred, excluded, or otherwise.

6. PROPOSAL (BID) INSTRUCTIONS

6.1 GENERAL

A Bid, (and one additional copy) as listed below, shall be received for this work only in a sealed opaque envelope bearing the following inscription:

**EXTERIOR PAINTING
AT BUILDING A
AT
TRITON COLLEGE
PROJECT NO. 25044**

bearing the name of the bidder also. All bids will be firm for a period of sixty days from the date of the Bid Opening.

Bids shall be opened at the time noted in the Advertisement for Bids. No bids will be accepted after this time.

No oral, telephonic, telegraphic or facsimile proposal will be considered. Proposals shall be signed by the bidder, giving his full name and business address, and stating whether an individual, partnership or corporation.

Erasures or other changes on the Bid Form will be noted by the signature of the bidder.

Each bidder shall fill in all the blanks on the proposal form furnished.

All quotations shall be signed in words and figures; and in case of discrepancy between the amount stated in words and the amount stated in figures, the amount stated in words shall govern.

All overtime or extra costs for working within the specified time limitations must be included in the proposal. The Owner will not pay for any premiums on wages.

Prices quoted shall include all charges for packing, transportation, and delivery to the school building.

The signing of these Bid Forms shall be construed as acceptance of all provisions contained herein.

All proposals shall be submitted with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted. Should a bidder find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, he shall advise the Architect, who will issue the necessary clarifications to all prospective bidders by means of Addenda.

6.2 INTERPRETATION OF CONTRACT DOCUMENTS PRELIMINARY TO THE SUBMISSION OF BIDS

EXHIBIT "B"

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other bidding documents, he may submit to the Architect a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the proposed documents will be made only by an Addendum duly issued, and a copy of such Addendum will be mailed, telephoned or delivered to each person issued a set of such contract documents by the Architect or Owner and to such other prospective bidders as have requested that they be furnished with a copy of each Addendum. The Architect is not responsible if a bidder has not received an Addendum. It is the responsibility of each bidder to keep himself informed of current bidding information, by checking www.triton.edu/rfp.

When the Architect issues addenda it is the Bidder's responsibility to copy and insert them into the Bid Documents he has obtained from the Architect or Owner.

6.3 PERMITS AND FEES

All permits, licenses, tap-on fees, tie-in fees, and any other fees and permits shall be coordinated and obtained by the Contractor and paid by the Owner.

6.4 EXCEPTIONS

Any deviation, clarification or exception to these bid documents could be cause for rejection of your bid. Under the State Bidding Laws, exceptions to the bid could be cause for disqualification of the bidder.

6.5 BID SECURITY

Bids shall be accompanied by a Bid Security as noted in the Advertisement for Bids. Such Bid Security shall be in the form of a certified check or Bid Bond in the amount of 10% of the Proposal. All checks and Bonds shall be made in favor of the Owner. Failure to submit the proper form and amount of Bid Security may result in rejection of the bid. Bid Bonds must be issued by the same company that provides the subsequent Performance and Payment Bonds.

The bidder agrees that the proceeds of the Bid Security will become the property of the Owner if for any reason the bidder withdraws his bid prior to the time period noted in the Bid Form. The defaulting bidder shall pay the Owner all costs which exceed the amount of his bid for procuring the performance for the work required by the bidding documents. Such costs include, but are not limited to, additional advertising and architectural and engineering services.

6.6 CONFIRMATION OF ADDENDA

It is the responsibility of each Contractor to determine if any Addenda and/or visiting www.triton.edu/rfp have been issued by contacting the office of the Architect (630) 495-1900.

6.7 BIDDER'S RESPONSIBILITY FOR CONDITIONS OF WORK AT SITE

Each bidder shall inform himself of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered and all other relevant matters concerning the work to be performed; also, the bidder, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed himself prior to the bidding.

7. TIME SCHEDULE

Start Date: **Tuesday, September 30, 2025**

EXHIBIT "B"

Substantial Completion: **Monday, October 27, 2025**

Final Completion: **Wednesday, November 5, 2025**
(Including punch list items)

8. PROJECT VISITATION SCHEDULE

Visitation to the site may be made during normal school or business hours by contacting Mr. John Lambrecht at 708-456-0300 ext. 3048.

9. PRE-BID MEETING

There will be a Pre-Bid Meeting of all interested bidders. Any bidder submitting a bid on this project is strongly encouraged to attend this meeting. Location and time are as follows:

Location: Triton College – Building A Lobby
2000 Fifth Avenue, River Grove, IL 60171
Time: 9:00 AM
Date: Monday, August 18, 2025

10. RESERVATION OF RIGHTS BY THE DISTRICT

The Owner reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interests of the Owner. Any such decision shall be considered final. The Owner reserves the right to set aside a bid from a Contractor who, in the Owner's opinion, does not exhibit past experience equal to the size and scope of this project.

The Board reserves the right to award each item to different bidders or all items to a single bidder unless otherwise noted on bid request, and to determine whether in the opinion of the Board of Education: (1) an equal or alternate is a satisfactory substitute, (2) an early delivery date is entitled to more consideration than price, (3) an earlier delivery date is to be disregarded because of the reputation of the bidder for not meeting delivery dates, (4) a bidder is determined not to be a responsible bidder and should be disregarded and (5) what exceptions or deviations from written specifications will be accepted.

11. STATUTORY REQUIREMENTS

All applicable Federal and State laws, and the rules and regulations of all authorities having jurisdiction over construction of the project, shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written therein in full. This includes all current regulations with respect to paying the prevailing wage which shall be incorporated into this project.

Purchases of building materials for incorporation into this project are exempt from the Illinois Retailer's Occupation Tax and Use Tax (Sales Tax). The bidder shall exclude such taxes from consideration in preparing his bid.

12. NOTICE OF AWARD

The contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee by some officer or agent of the Owner authorized to give such notice. Such notice shall be in writing.

13. POST AWARD REQUIREMENTS

Within ten (10) days after receiving the contract for signature, the Contractor must furnish the Architect:

Executed Owner-Contractor Agreement (AIA Document A101)

EXHIBIT "B"

Performance Bond
Payment Bond
Certificate of Insurance

A statement of costs for each major item of work or supplier. This statement shall note what work shall be performed by the Contractor and what shall be performed by his subcontractors.

13.1 COMMENCEMENT OF THE WORK

The Contractor shall purchase and accept delivery thereon of all materials needed to complete his work. The actual work shall be started as noted in the Project Schedule. This work shall be carried on continuously to completion at the earliest possible date thereafter within the limits of the schedule.

If weather does not permit the actual construction to commence, or during construction if weather interferes with the process, the Contractor shall work on every day that conditions are reasonably acceptable to do so.

13.2 COORDINATION, PROJECT SUPERVISION AND SAFETY

The prime or general contractor is solely responsible for supervising, monitoring and maintaining a safe working environment for all workers and visitors.

Each Contractor and Subcontractor must coordinate his work with all trades. He must cooperate to permit interfacing of systems.

The project must be managed and supervised by a competent individual at all times from the contracting company. He must develop a schedule conforming to time limitations noted in these specifications.

It is understood that this is a complex construction project and the General Contractor is responsible for providing a superintendent who will verify, both existing and new, conditions to make sure that the work described in the drawings will fit. This superintendent shall review all the drawings and become familiar with them, so that work described on one drawing will be compatible with work shown on another. He shall review shop drawings and verify dimensions so that all new work will be compatible with the conditions, dimensions, and elevations.

The contractor shall provide all required investigators, survey, or inspections before demolition of any systems or sections of the building required by any regulatory agency.

13.3 PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the contract documents as follows:

Provided an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment to the Contractor not later than sixty days after receiving the Application for Payment. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ninety days after the Architect receives the Application for Payment.

Ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and seventy-five (75%) of the portion of the Contract Sum properly allocable to materials and equipment properly stored at the site or at some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payment to ninety-five percent (95%) of the Contract Sum, if acceptable to the Owner, less such amounts as the Architect shall determine for all incomplete work and unsettled claims as provided in the

EXHIBIT "B"

contract documents. All waivers from subcontractors shall accompany the payment request. Final waivers from the Contractor, his subcontractors, and his suppliers must be submitted with the Final Payment Request. Final waivers must include and acknowledge on the form the total contracted amount (including change orders). The Owner, at his option, may exclude the payment of materials not stored on the construction site.

Payment request shall be submitted on AIA Document G702 with AIA G703 Schedule of Values Sheet. All subcontractors and suppliers shall be listed with their respective amounts.

Payments to the Contractor shall be made for materials properly delivered and stored at the site or in the Contractor's warehouse and all materials properly insured by the Contractor who is responsible. A copy of the paid receipt and confirmation of materials stored in the Contractor's warehouse will be required.

13.4 PERFORMANCE AND PAYMENT BONDS

Within ten (10) days of the date of the Notice of Award, the successful Contractor shall enter into a formal contract with the Owner and shall provide a Performance Bond and a Payment Bond, each in the full amount of the contract. The bonds shall be in accordance with AIA Documents A312. The Contractor shall pay the cost of premiums for said bonds.

The bonds shall be signed and sealed by an authorized representative of the bonding company and an authorized officer or representative of the Contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond and the Payment Bond shall guarantee the performance of the duties placed on the Contractor by the prevailing Wage Act, as well as all other duties undertaken by him pursuant to the contract with the Owner, and shall indemnify the Owner from any liability or loss resulting to the Owner from any failure of the Contractor fully to perform each or all of said duties. The Performance Bond and the Payment Bond shall be deemed to cover all such duties.

The Performance Bond and the Payment Bond herein provided shall be placed with a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "X" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of same.

Contractor shall furnish Owner with payment and performance bonds covering Contractor's faithful performance of all obligations under the Contract Documents and the payment of all of Contractor's obligations arising out of the Contract Documents. The Contractor shall fully comply with the Illinois Public Construction Bond Act (30 ILCS 550/0.01 *et seq.*) and include the provisions as found in section 30 ILCS 550/1., entitled, Bond Required - Provisions required in bond as amended by P.A. 89-518, section 3, effective January 1, 1997. Such bond(s) shall be with a surety acceptable to Owner and shall name Owner and Owner's Lender, if any, as obligees thereunder. The amount of the bond shall equal 100% of the Contract Sum. Such bond shall include a provision stating that no modification of any provision of any Contract Document, including, without limitation, a change in the contract time, Contract Sum or other condition of payment, will release the surety either in part or in whole. In any event, such bond(s) shall be in form and substance satisfactory to Owner and Owner's Lender. If from time to time the Contract Sum is increased by \$10,000.00 or more, then the bond thereto shall be increased by the amount which the contract sum was increased.

13.5 PROTECTIVE PRECAUTIONS

The Contractor, upon receiving contract acceptance or letter of intent, shall be able to proceed with work immediately after the published start date, subject to the following conditions.

- a) Submit, discuss and obtain approval of the proposed schedule of work from the Owner and the Architect.

EXHIBIT "B"

- b) Every precaution must be taken to prevent any damage, loss or injury to any person, or to any property of the Owner.
- c) All utilities on the properties shall be kept in proper operating conditions at all times. Should there be a need to temporarily disconnect any system, the Contractor shall notify (in writing) the following agencies, when the existing system is going to be inoperative, and that the building will be without a particular service for a period not to exceed one (1) day. Give a minimum of two days notice to Owner.
 - 1. The Fire Department (where applicable)
 - 3. Owner.
 - 4. Architect.
 - 5. Any other agency or department appropriate or responsible for a specific service.
- d) The same notification shall be provided by the Contractor, if any of the other utilities will be temporarily inoperative.
- e) It is mandatory that the fire lanes be kept free of any obstructions at all times, unless otherwise authorized by the Owner and the Fire Department.
- f) Parking for construction workers will be in areas as discussed with and designated by Owner, and must be strictly adhered to.
- g) All fire alarm, security alarm, and any other type of protection system MUST BE operable at all times when the buildings are occupied or could be occupied. If one of the systems is down, the fire department, Owner, etc., must be notified. The Contractor is responsible for monitoring and maintaining these systems in an operable and safe condition at all times.

13.6 PERFORMANCE

The Contractor may be required to attend meetings with the Owner to report on construction progress. The Owner or Architect shall request attendance, and failure to attend will be reason to delay payment request.

14. OWNER/CONTRACTOR INCLUSION

The following shall be included and a part of the Owner/Contractor Agreement for this project.

The Contractor is solely responsible for the safety of all workers on this project.

A provision shall be included in the contract with the Contractor and Owner which provides: (1) that the Contractor shall defend and indemnify the Architect and his consultants against any action or claims for construction worker injuries to the full extent permitted by law, but not for an amount of damages for which the Architect and/or his consultants have been found guilty of negligence; and (2) that the Contractor shall purchase and maintain insurance covering liability for claims for construction worker injuries for the benefit of themselves and the Architect and his consultants in settlement of, or as damages for, any such claims. Such insurance shall be for not less than the greatest amount of liability insurance specified in the Contract Documents. This shall not limit any other contractual obligations of the Contractor, Subcontractors or the parties hereto to indemnify or provide insurance for the benefit of any other party. If any part of this paragraph be deemed invalid by any court, then that part shall be deleted and the remainder of this paragraph shall continue in full force.

15. FAILURE OF CONTRACTOR TO ADEQUATELY MANAGE HIS PROJECT TO A TIMELY COMPLETION

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The Contractor agrees, by submitting a bid, that he accepts responsibility to pay the Architect for his services at \$225.00 per hour for the Architect's time spent before or after the required completion date. This is for time required by the Architect to expedite the Contractor's efforts because he is not completing in an orderly and timely manner.

Payment for architectural services of preparing a single punch list and final walk-through are not the responsibility of the Contractor.

The Contractor agrees, by submitting a bid, that the Owner has the right to deduct from the Contractor's payment for the additional time of the Architect.

16. DRAWING DEPOSITS AND RETURN OF BID DOCUMENTS

Not Applicable.

17. LIQUIDATED DAMAGES PROVISIONS - PROJECT COMPLETION

Not applicable.

18. NO ASBESTOS PRODUCTS IN THIS-PROJECT

No forms or types of asbestos or asbestos-containing products are permitted in this building project. By submitting a proposal and constructing this project, the prime contractors and subcontractors, suppliers, etc. guarantee that no asbestos-containing products are being included.

19. CERTIFICATION OF COMPLIANCE WITH ARTICLE 33E OF THE CRIMINAL CODE OF 1961

By signing and submitting the Bid Form to the Owner, the contractor/vendor certifies that the contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961.

20. PUBLIC CONTRACTORS - WRITTEN SEXUAL HARASSMENT POLICY

Public Act 87-1257, effective July 1, 1993, amends the Illinois Human Rights Act (Section 2-105) by requiring that every party to a public contract and every eligible bidder shall have a written sexual harassment policy that shall include, at a minimum, the following information.

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment under state law;
- (iii) a description of sexual harassment, utilizing examples;
- (iv) the contractors internal complaint process including penalties;
- (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission;
- (vi) directions on how to contact the Department and Commission; and
- (vii) protection against retaliation as provided by Section 6-101 of the Human Rights Act.

Finally, the contractor must provide a copy of such written policy to the Department of Human Rights upon request.

21. STATEMENT OF NONDISCRIMINATION

EXHIBIT "B"

- A. That in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any persons acting on his behalf, shall, by reason of race, creed, or color, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.
- B. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.
- C. For the performance of the contract, the contractor shall agree as follows: That all contractors or subcontractors will comply with all state laws regarding nondiscrimination. The contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, national origin, ancestry or sex.

22. PREVAILING WAGES STATEMENT

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay all laborers, workmen and mechanics employed by them not less than the up-to-date and current general prevailing rate of wages in the locality for each craft or type of workman or mechanic to perform such work and the current general prevailing rate for legal holidays and overtime pursuant to Illinois Department of Labor and pursuant to Illinois Law and Statutes in such case made and provided. The Illinois Department of Labor will provide each County Clerk with the most recently revised prevailing wage rates determined by the Illinois Department of Labor on the first day of each month.

Contractors and subcontractors must submit certified payroll records on a monthly basis to the Owner along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records they know to be false is a Class B misdemeanor.

The certified payroll records must include, for every worker employed on the project, the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll may be found guilty of a Class B misdemeanor.

23. SEX OFFENDER POLICIES

The contractor shall not send any employee or agent to any school building or school property who is a child sex offender as defined in the Child Sex Offender and Murderer Community Notification Law. At least quarterly, the contractor shall contact the local law enforcement authority each where each employee or agent resides to determine if the employee is on the list of registered felons who have committed sex offenses. The contractor also shall provide the district with the name and address of each employee who will perform work on school property and require, if requested, that the employee submit to a criminal history background investigation.

24. OWNER'S TAX EXEMPT STATUS

Contractor recognized that Owner is exempt for paying sales and use taxes and agrees to purchase and cause its Subcontractors to purchase all materials used in the Project at prices which take full advantage of Owner's tax exempt status. Owner agrees to provide to Contractor sufficient copies of evidence of Owner's tax exempt status to enable Contractor to perform its obligations set forth in the preceding sentence. Contractor will not, and will take all necessary steps to prevent its Subcontractors from using Owner's tax exempt status to reduce costs on any work other than the Project.

END SECTION 00 21 13

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SECTION 00 72 00

GENERAL CONDITIONS

GENERAL CONDITIONS

The General Conditions of this Contract are the American Institute of Architect's Standard Document No. A-201, "General Conditions of the Contract for Construction," 2007 Edition as modified by the Supplementary General Conditions. The document is hereby specifically made a part of the contract documents with the same force and effect as though set forth in full.

A copy is on file at the office of the Architect and may be referred to at any time during normal business hours.

The Contractor is directed to the Supplementary Conditions which modify the General Conditions.

END OF SECTION 00 72 00

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SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

GENERAL

The following text modifies the "General Conditions of the Contract for Construction," AIA Document A201 (2007 Edition). Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. If there is a conflict between these Supplementary Conditions and the "General Conditions of the Contract for Construction," AIA Document A201 or the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101 (2007 Edition) these Supplementary Conditions shall control.

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 Delete entirely and substitute:

The Contract Documents consist of the Invitation to Bid, Instruction to Bidders, Bid Form, Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Schedules, 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 of the Contract signed by both parties, 2) a Change Order, 3) a Construction Change Directive, 4) an Architect's Supplemental Instruction, or 5) a written order for a minor change in the work issued by the Architect.

1.1.5 Add the following at the end of Section 1.1.5:

Figured dimensions shall be followed in preference to measurements by scale. All shall be checked against field measurements of existing conditions to be taken by the Contractor.

1.1.9 Add the following new Section 1.1.9:

Product

The term "product" as used in the Contract Documents includes materials, systems, and equipment.

1.1.10 Add the following new Section 1.1.10:

Provide

Where the term "provide" appears, it shall be taken and interpreted to mean, "The Contractor shall furnish all labor, material, equipment and accessory appurtenances or materials necessary to install and complete"

1.2 EXECUTION, CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 Delete the following: "; 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." Insert in its place a period.

1.2.1.1 Add the following new Section 1.2.1.1:

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Where conflicts exist within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the more stringent, or higher quality or greater quantity requirements shall apply. Large-scale drawings take precedence over small-scale drawings, figured dimensions over scaled dimensions and noted materials over graphic representations.

1.2.1.2 Add the following new Section 1.2.1.2:

The specifications are of the abbreviated type and may include incomplete sentences. Omissions of phrases such as "The Contractor shall" or "conforming to the requirements of" is intentional; omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings. Words in singular shall include a plural whenever applicable, or the context so indicates.

1.2.3.1 Add the following new Section 1.2.3.1:

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities: 1) The Agreement, 2) Addenda, with those of later date having precedence over those of earlier date, 3) The Supplementary Conditions, 4) The General Conditions of the Contract for Construction, 5) Drawings and Specifications.

1.2.3.2 Add the following new Section 1.2.3.2:

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation. Large scale drawings shall take precedence over small scale drawings; figured dimensions on the drawings over scaled dimensions and noted material over graphic representations.

1.4 INTERPRETATION

Add the following at the end of the Section:

The descriptive headings of this Agreement are inserted for convenience only and shall not control or effect the meaning or construction of any provisions following them.

ARTICLE 2: OWNER

2.1 GENERAL

2.1.2 Delete entirely.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete entirely.

2.2.2 Delete entirely and substitute:

Permits and fees are the responsibility of the Contractor under the Contract Documents.

2.3 OWNER'S RIGHT TO STOP THE WORK

Delete the word "repeatedly" in the first sentence. At the end of the Section add: "This right shall be in addition to and not in restriction or derogation of the Owner's rights under Article 14 hereof."

EXHIBIT "B"

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Delete entirely and substitute:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may immediately without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including, but not limited to, attorney's fees, compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such Change Order shall be deemed signed by the Contractor for the purposes stated in Section 7.2.1 even if the Contractor fails to physically sign such Change Order. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, at the Owner's option, the excess shall be deducted from any payment thereafter due or shall be paid by the Contractor immediately upon demand of the Owner.

2.5 Add the following new Section 2.5: ADDITIONAL RIGHTS

The rights stated in Article 2 shall be in addition and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Delete entirely and substitute:

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, has inspected the local conditions under which the Work is to be performed, has reviewed the Contract Documents, and correlated personal observations and inspections, and the bid, with all of the requirements of the Contract Documents.

3.2.1.1 Add the following new Section 3.2.1.1:

It shall be the duty of the Contractor to verify all dimensions given on the Drawings, and to report any error or inconsistency to the Architect before commencing work.

3.2.1.2 Add the following new Section 3.2.1.2:

If the Contractor finds any details, construction procedures or materials shown on the Drawings or called for in the Specifications which he believes are not satisfactory for the use shown, he shall so notify the Architect at least 5 days before bids are due. Signing of the contract and starting work by the Contractor shall indicate his agreement with all details, construction procedures, and materials so shown and/or specified and shall indicate his willingness to construct the project in strict accordance with these Documents and to guarantee the complete project in full compliance with the warranty provisions of the Contract Documents. By executing this contract, the Contractor further acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, including those bearing upon transportation, disposal, handling and storage of materials availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the Work, and all other matters which can in any way affect the Work or the cost thereof under the Contract. Any failure by the Contractor

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to acquaint himself with all the available information concerning these conditions will not relieve him from any obligations with respect to the Contract.

3.2.1.3 Add the following new Section 3.2.1.3:

If work is required in a manner to make it impossible to produce work of the quality required by the Contract, or should discrepancies appear among the Contract Documents, the Contractor shall request in writing an interpretation from the Architect before proceeding with the Work. If the Contractor fails to make such a request, the Architect shall determine the quality of the work required, consistent with the Contract Documents, or which of the conflicting requirements shall govern. The Contractor shall perform the work at no additional cost to the Owner in accordance with the Architect's determination.

3.2.2 Delete the remainder of Section 3.2.2 after the first sentence, and substitute:

The Contractor shall promptly report to the Owner and the Architect any errors, omissions, or inconsistencies in the Contract Documents. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the Contractor recognized or should have recognized such error, inconsistency, or omission, and failed to report it to the Architect, in which case the Contractor shall not be entitled to an increase in the Contract Sum or Contract Time and the Contractor shall bear all attributable costs for correction. The Contractor agrees to release and hold harmless the Owner for errors, inconsistencies or omissions in the Contract Document.

3.2.2.1 Add the following new Section 3.2.2.1:

The exactness of grades, elevations, dimensions, existing conditions, or locations given on any drawings issued by the Architect or the work installed by other contractors, is not guaranteed by the Architect or Owner.

3.2.2.2 Add the following new Section 3.2.2.2:

The Contractor shall, therefore, satisfy himself as to the accuracy of all grades, elevations, existing conditions, dimensions and locations. In all cases of interconnection of the Contractor's work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, existing conditions, locations or dimensions shall be promptly rectified by him without extra cost to the Owner.

3.2.3 Delete entirely.

3.2.4 Delete the last sentence of this Section and substitute:

If the Contractor performs the obligations in Sections 3.2.2 and 3.2.3, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents, unless the Contractor recognized or should have recognized the error, inconsistency, omission, or difference and failed to report it.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 Delete the final sentence of this Section and substitute:

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The Contractor shall review any construction or installation procedure (including those recommended by any product manufacturer). The Contractor shall provide written notice to the Architect:

- (a) If a specified product deviates from good construction practices.
- (b) If following the Specifications will affect any warranties.
- (c) Any objections which the Contractor may have to the Specifications.

The responsibilities imposed on the Contractor by this Section shall be in addition to, and not be limited by, any and all other provisions of these Contract Documents.

3.3.2 Delete entirely and substitute:

The Contractor shall engage workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full time supervision of the approved superintendent described in Section 3.9.3. The Contractor shall be liable for all property damage including repairs or replacements of the Work and economic losses which proximately result from the breach of this duty. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Contractor, any of its Subcontractors, or claiming by, through or under the Contractor, and for any damages, losses, costs, and expenses resulting from such acts or omissions.

3.3.4 Add the following new Section 3.3.4:

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

3.3.5 Add the following new Section 3.3.5

The Contractor shall coordinate all portions of the work with separate Owner-employed contractors, if any.

3.3.6 Add the following new Section 3.3.6

The Contractor shall assign a competent, technically-trained office project manager to this project who shall perform all office functions including checking, approving and coordinating shop drawings and approving purchasing and disbursement pay-out requests and correspondence, and responding to Owner inquiries.

3.4 LABOR AND MATERIALS

3.4.1 Add the language "any and all" in the first line of this Section between the words "pay for" and "labor".

3.4.1.2 Add the word "written" before the word consent in the first sentence. Add the following language at the conclusion of this Section:

By making requests for substitutions hereunder, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

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- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.4.3 Add the following at the end of the Section: "The Contractor shall be responsible for any damages to property or injuries to persons, or to any other harm, caused by the Contractor's employees."

3.4.4. Add the following new Section 3.4.4:

After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in Section 7.5.

3.5 WARRANTY

Delete entirely and substitute the following Section 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 otherwise required or permitted by the Contract Documents and that the Work will be free from faults and defects and in conformance with the Contract Documents. The warranty will not be affected by the specification of any product or procedure, unless the Contractor objects promptly to such product or procedure and advises the Architect of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective in the Owner's sole discretion. Inability or refusal of the Subcontractor or supplier responsible for the defective work to correct such work shall not excuse the Contractor from performing under the warranty. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 Add the following new Section 3.5.2:

Unless an alternative guaranty is specified in a particular division of the Specifications that is longer in duration than two (2) years, the Work shall be guaranteed by the Contractor against defect in material and workmanship for a period of two (2) years from the date of final completion.

3.5.3 Add the following new Section 3.5.3:

The Contractor shall furnish maintenance and 24 hour call back service for the equipment provided by him for a period of 3 months after completion and acceptance of the Work. This service shall include regular examinations of the installation by competent and trained employees of the Contractor, and shall include all necessary adjustments, greasing, oiling, cleaning, supplies and parts to keep the equipment in proper operations except such parts made necessary by misuse, accidents or negligence not caused by the Contractor or any of its subcontractors.

3.6 TAXES

Delete entirely and substitute:

Retail sales tax will not be included in the bid amount. The Owner is exempted by Section 3 of the Illinois Use Tax Act (Section 3, House Bill 1610, approved July 31, 1961, Illinois

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Revised Statutes 1967, Chapter 120, Section 439.3) from paying any of the taxes imposed by the Act and sales to Owner are exempt by Section 2, House Bill 1609, approved July 31, 1961, Illinois Revised statutes 1967, Chapter 120, Section 441) from any of the taxes imposed by the Act. The Department of Revenue of the State of Illinois under Rule No. 15, issued August 9, 1961, has declared that sales of materials to construction contractors for conversion into real estate for schools, governmental bodies, agencies and instrumentalities are not taxable retail sales. The Contractor shall be responsible for any sales, consumer, use and similar taxes for the Work.

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

3.7.1 Delete entirely and substitute:

The Contractor shall secure all permits, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received, except the Owner will obtain approvals from the Illinois State Board of Education. A local building permit is not required; however, licenses, bonds and utility or engineering permits may be required.

3.7.1.1 Add the following new Section 3.7.1.1:

All cash deposits, bonds, fees, inspections, licenses, or permit fees shall be paid for by the Contractor.

3.7.1.2 Add the following new Section 3.7.1.2:

Prior to submission of all applications for permits, licenses or inspections the Contractor shall submit a copy of the application or written notice to the Owner for approval.

3.7.3 Insert at the beginning of this Section the following:

If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall promptly notify the Architect and Owner in writing to be addressed by the Architect and Owner.

In the second sentence, before the words "applicable laws", insert the word "any"; and replace the word "costs" with "damages, losses, costs, and expenses".

3.7.4 Delete "and in no event later than 21 days after the first observance of the condition" from the first sentence. At the end of this Section insert: "The site conditions contemplated by this Section include, but are not limited to, materials containing asbestos, polychlorinated biphenyl (PCB), or hazardous materials as defined in these General Conditions."

3.9 SUPERINTENDENT

3.9.1 Add the following at the end of the Section:

Important communications by the superintendent shall be confirmed in writing. Other communications by the superintendent shall be similarly confirmed on written request in each case. Failure of the superintendent to supervise the job properly shall be deemed as a default under the Contract documents as determined by the Owner with the advice of the Architect.

3.9.2 Delete everything after the first sentence.

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3.9.3 Delete the second sentence and insert the following: "The Contractor shall not change the superintendent without the Owner's written consent."

3.9.4 Add the following new Section 3.9.4:

The Contractor's superintendent must be dedicated solely to this project and must be at the project site each day and at all times that Work is being performed at the site, whether the work is performed by the Contractor's own forces or by any subcontractors. The superintendent must be at the project site from the first day of on-site activities until a minimum of fourteen (14) days after the date of Substantial Completion. Failure by the Contractor to provide full-time on-site supervision shall constitute grounds for termination of the Contract by the Owner with seven days written notice.

3.9.5 Add the following new Section 3.9.5:

The superintendent shall provide an on-site construction office, either in a construction trailer provided by the Contractor or in a room in the building set aside by the Owner. The on-site construction office must have a minimum of two (2) telephone lines provided by the Contractor - one (1) voice line with either an answering machine or voice mail and one (1) fax line with a facsimile machine.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 Delete entirely and substitute:

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's approval the Contractor's Construction Schedule for the Work of the Contractor. Such Construction Schedule shall not exceed the completion dates, delivery dates or time limits included in the Contract Documents. The Construction Schedule, with the Owner's and Architect's approval, shall be revised by the Contractor at appropriate intervals as required by the conditions of the Work and Project, and shall provide for expeditious execution of the Work.

3.10.2 Delete entirely and substitute:

The Contractor shall prepare and keep current, for the Architect's record only, a schedule of submittals (the "Submittal Schedule") which is coordinated with the Contractor's Construction Schedule and allows the Architect reasonable time, as indicated in the Contract Documents, to review submittals. Neither the Contractor's preparation of the Submittal Schedule nor the Architect's receipt or review shall modify the Contractor's responsibility to make required submittals or to do so in a timely manner to provide for review in accordance with Section 4.2.7 as modified herein.

3.10.3 Add to Section 3.10.3:

The Owner's or Architect's silence to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet those limits, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting those time limits. Similarly, the Architect's or Owner's silence to a Contractor's schedule showing performance in advance of such time limits shall not create or infer any rights in favor of the Contractor for performance in advance of such time limits.

3.10.4 Add the following new Section 3.10.4

At the time of each Application for Payment, the Contractor shall provide to the Owner and the Architect an update on the project schedule and a written status report, which includes a

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description of the progress of the Work and, if progress is behind schedule, the Contractor's plan to recover the original schedule. The report shall also include a summary of the Contractor's meetings with subcontractors.

3.10.5 Add the following new Section 3.10.5

The Contractor shall hold meetings at least weekly (or at such intervals as are otherwise acceptable to the Owner) at the site. The Contractor shall provide the subcontractors, Architect and the Owner with a schedule. The Contractor shall require subcontractors currently working at the site(s) to have a representative present for such meetings.

3.10.6 Add the following new Section 3.10.6

Within thirty (30) days of the award of the Contract, the Contractor shall provide a written report to the Architect and the Owner that includes a list of the Contractor's suppliers, a list of materials and equipment to be purchased from suppliers and fabricators, the time required for fabrication, and the scheduled delivery dates for materials and equipment. Copies of the Contractor's purchase orders shall be delivered to the Architect and the Owner as soon as possible after receipt by the Contractor.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11. Delete the last sentence and substitute in its place the following: "These, along with all operating manuals for all equipment, shall be available to the Architect at all times and delivered to the Architect for submittal to the Owner after completion of the Work but before the final Application for Payment.

3.11.1 Add the following new Section 3.11.1:

The Contractor shall maintain at the site(s) one record copy for the Owner and Architect the plans and specifications of concealed work, particularly concealed piping and conduit. Any deviations from conditions shown on the Contract Drawings shall be shown and dimensioned on these field record drawings. Contractor shall develop layout drawings for concealed work that is schematically indicated on Contract Drawings in order to have dimensioned layouts of such concealed work. This requirement does not authorize any deviations without approval of the Architect.

3.11.1.1 Add the following new Section 3.11.1.1

The field information to be so marked shall include at a minimum:

- (1) Significant deviations of any nature made during construction;
- (2) Location of underground mechanical and electrical services, utilities, and appurtenances, referenced to permanent surface improvements.
- (3) Location of mechanical and electrical services, utilities, and appurtenances that are concealed in the building, referenced to accessible features of the building.

3.11.2 Add the following new Section 3.11.2:

The Contractor and their Subcontractors shall maintain at the site(s) an accurate record of deviations and changes from the Contract Documents which occur in the work; shall indicate all such deviations and changes on reproducible transparencies of the Contract Documents; and shall turn over to the Architect upon completion of the work all such documents and information, such as final shop drawings and sketches, marked prints and similar data indicating the as-built conditions. Plumbing, HVAC and Electrical Contractors shall record all changes or deviations in their work from what appears on the Contract Documents. The reproducible transparencies of the Contract Documents shall be furnished by the Architect.

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The cost of recording and transferring the changes or deviations to the transparencies shall be included in the contract price for the respective work. The as-built transparencies shall be delivered by the Contractor to the Architect prior to the final acceptance of the Project and issuance of final payment.

3.11.2.1 Add the following new Section 3.11.2.1:

From the field record prints of the Contract Drawings, the Contractor shall furnish and prepare on Mylar transparencies or on compact disk in CAD format, a complete set of field record drawings, completely dimensioned to show all changes made during the course of the Work. Mechanical and Electrical field record drawing shall locate by dimensions each run of concealed pipe and conduit. Upon completion of the Work, the Contractor and each Subcontractor shall deliver and submit to the Architect a full set of all field record drawings, relating to the Work, on Mylar or on compact disk in CAD format and two sets of blue-line prints.

3.11.3 Add the following new Section 3.11.3:

The Contractor shall cause each Mechanical and Electrical Contractor to provide the Owner with the three (3) copies of all operating manuals at the time of delivery of each major piece of equipment.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.10 Delete entirely and substitute:

When professional certification or performance criteria of materials, systems or equipment is required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and on the conditions under which the materials, systems, or equipment will be expected to operate at the project site. The certification shall be based on performance under the operating conditions at the project site. The Architect shall be entitled to rely on the accuracy and completeness of such certifications.

3.13 USE OF SITE

3.13.1 Add the following new Section 3.13.1:

Only material and equipment which is to be used directly in the construction of this Project shall be brought to and stored on the job site by the Contractor. After equipment is no longer needed on this Project, it shall be promptly removed from the job site. Protection of all construction materials and equipment stored at the Job Site is the sole responsibility of the Contractor.

3.13.2 Add the following new Section 3.13.2

The Contractor and its subcontractors, and their respective employees, agents, and consultants, shall not enter any part or portion of the building work sites when students are present without the Owner's written authorization.

3.14 CUTTING AND PATCHING

3.14.2 In the second sentence, add the word "prior" before the word "written" ; and delete the words "such consent shall not be unreasonably withheld". Delete the last sentence in its entirety and substitute the following: "The Contractor's consent shall not be required."

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3.14.3 Add the following new Section 3.14.3

Only tradespersons skilled and experienced in cutting and patching shall perform such work.

3.15 CLEANING UP

3.15.1 Add the following at the end of the Section: "The Contractor shall remove and clean up hazardous materials in accordance with these General Conditions."

3.15.3 Add the following new Section 3.15.3:

All exterior and interior work shall be cleaned using specific materials as recommended for surfaces to be cleaned. Damage to any surfaces due to improper cleaning methods of materials shall be made good by Contractor, at no cost to the Owner.

3.15.4 Add the following new Section 3.15.4:

Building(s) shall be left broom clean.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17 In the second sentence, after "from loss on account thereof" insert: "including, but not limited to, attorney's fees" and after the first referenced "Documents" insert: "except to the extent of Contractor's fault."

3.18 INDEMNIFICATION

3.18.1 Delete entirely and substitute:

To the fullest extent permitted by law, Contractor waives any right of contribution against and shall defend, indemnify and hold harmless Owner, any Owner's Representative, the Architect and their agents, consultants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense (these are collectively referred to as "claims") is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in this Contract. The obligations of the Contractor under this Section 3.18.1 shall be construed to include, but not be limited to, injury or damage consequent upon failure to use or misuse by the Contractor, his agents, Sub-Contractors, and employees of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds of equipment, whether or not owned or furnished by the Owner. It is understood that this excludes use by Owner, Architect or his Agents or Employees."

3.18.2 Delete entirely and substitute:

The Contractor shall, and hereby covenants and agrees to indemnify, defend, save and hold harmless the following indemnitees: The District, its Architects, Board Members, Officers, Agents, and Employees, individually and collectively, from all claims, demands, actions and the like, of every nature and description, made or instituted, by Third Parties, arising or alleged to arise out of the work under this contract, as a result of any act or omission of either the Contractor or any Subcontractor, or any of their employees or agents. Contractor and Subcontractor shall name the District, its Architects, Board Members, Officers, Agents and

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Employees, individually and collectively, as additional insured as primary coverage without limitation on their general liability policies. Contractor and Subcontractor/s shall furnish Owner with copies of such policies prior to beginning any work.

3.18.3 Add the following new Section 3.18.3:

"Claims, damages, loses and expenses" as these words are used in this Contract shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in defense of the claim or in bringing an action to enforce the provision of this Indemnity or any other indemnity contained in the Contract Documents; and (3) all costs, expenses, lost time, opportunity costs, etc. incurred by the party being indemnified or its employees, agents or consultants.

3.18.4 Add the following new Section 3.18.4:

In the event that any party is requested but refuses to honor the indemnity obligations hereunder, then the party indemnifying shall, in addition to all other obligations, pay the cost of bringing any such action, including attorneys' fees, time expended by the party being indemnified and their employees in the defense of any litigation covered by this indemnity provision at their usual rates plus cost of travel, long distance telephone calls and reproduction of documents to the party requesting indemnity.

3.18.5 Add the following new Section 3.18.5:

Contractor hereby knowingly and intentionally waives the right to assert, under the case of Kotecki v. Cyclops Welding Corp., 146 Ill.2nd 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner and Architect is not limited by the so called "Kotecki Cap".

3.18.6 Add the following new Section 3.18.6:

Contractor shall include in each and every contract with any and all subcontractors and/or material suppliers performing Work and require each and every subcontractor and/or material supplier performing Work to agree to be bound by all of the provisions 3.18.1 through 3.18.9 under the Contract Documents.

3.18.7 Add the following new Section 3.18.7

Contractor's indemnity obligations hereunder shall, but not by way of limitation, specifically include all claims and judgments which may be made against the indemnitees under federal or state law or the law of the other governmental bodies having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or Contractor's employees method of execution of the Work.

3.18.8 Add the following new Section 3.18.8

The indemnification provisions of this Section 3.18 are not intended to circumvent the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

3.18.9 Add the following new Section 3.18.9

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The Contractor shall indemnify and hold harmless the Owner in the event of labor or trade union conflicts or disputes between the Contractor and subcontractors and their respective employees. The Contractor shall endeavor to adjust and resolve such conflicts and disputes which affect the timely completion of the Work. Such conflicts or disputes shall not be a basis or excuse for the violation of the Contract Documents by the Contractor or its subcontractors, and shall not provide the Contractor with relief from meeting all time limits for Substantial Completion or final completion. Labor or trade union disputes that effect production or delivery of materials or equipment, or their installation, shall be at no cost to the Owner. The Contractor shall notify the Architect and the Owner in writing as soon as possible as to any labor or trade disputes which may affect the Work and its timely completion. In such event, the Contractor shall provide a written proposal to the Architect and the Owner which includes any comparable substitution(s) necessary to complete the Work.

3.18.10 Add the following new Section 3.18.10:

None of the foregoing provisions shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them or either of them at law.

3.19 Add the following new Section 3.19:

If the work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner, the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Architect may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

ARTICLE 4: ARCHITECT

4.1 GENERAL

4.1.3 Delete "as to whom the Contractor has no reasonable objection and" in line 2.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.2 At the end of the last sentence, delete: "except as provided in Section 3.3.1"

4.2.4 Add the following language at the end of this Section: "However, this Section shall not be deemed to prohibit direct communication between the Owner and the Architect."

4.2.7 In the fifth sentence, delete "unless otherwise specifically stated by the Architect". Add the following language at the end of this Section: "The Contractor will give submittals to the Architect in a manner to allow for the Architect's reasonable prompt review and to allow for timely ordering of components of the Work to affect no delay in the Work."

4.2.11 In the first sentence, insert the word "initially" before the words "interpret and decide". Insert at the end of the Section: "If the Contractor submits such written request to the Architect, the Contractor will simultaneously provide a copy of such request to the Owner. The Architect will consult with the Owner regarding any request by the Contractor before responding to the Contractor."

4.2.12 Add the words "and in the absence of negligence" at the end of this Section.

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- 4.2.14 At the end of the Section, add the following: "The Architect will provide the Owner with a copy of any response provided pursuant to the Section"

ARTICLE 5: SUBCONTRACTORS

- 5.2.1 In the first sentence, delete everything starting with "Unless otherwise stated" and ending with "award of the Contract" and insert the following: "Prior to executing the Contract, the Contractor" Further, delete the last sentence in this Section.

- 5.2.1.1 Add the following new Section 5.2.1.1:

In addition to the information which may be required prior to the execution of the Contract, not later than thirty (30) days after Notice of Award of the Contract, the Contractor shall furnish to the Owner through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements and, where applicable, the name of the installing Subcontractor.

- 5.2.2 In the first sentence delete the words "reasonable and timely". Add the following language at the end of the Section: "All contracts between the Contractor and subcontractors shall be made in writing, shall be assignable to the Owner, and shall contain the following sentence, 'The Owner is an intended third party beneficiary of this subcontract.'"

- 5.2.3 Delete the word "reasonable" both after the word "has" and before the word "objection" and after the word "no" and before the word "objection" in the first sentence. Delete the remainder of this Section after the first sentence, and in its place insert the following: "No additional costs shall be allowed for a change required due to an objection by the Owner, Contractor, or Architect."

- 5.2.4 Delete "if the Owner and Architect makes reasonable objection to such substitute" and in its place insert: "without written approval of the Owner." Add the following language at the end of the Section: "The Contractor further acknowledges and agrees that after award of the Contract to the Contractor, any savings on changes to contracts with subcontractors or substitute subcontractors will be for the benefit of the Owner and will not be used for the benefit of the Contractor or to increase the Contractor's profit on the Project. The foregoing benefit to the Owner shall include any adjustment in the amount of the price of a contract to less than the quoted price of the subcontractor upon which the Contractor's fixed bid price or Contract Sum was based. Further, if a manufacturer or supplier of any machinery or equipment, including but not limited to heating and air conditioning units or systems, changes specifications or offers incentives, discounts or lower prices after award of the Contract to the Contractor, those savings will inure to the benefit of the Owner and not the Contractor, subcontractor, manufacturer or supplier."

5.3 SUBCONTRACTUAL RELATIONS

- 5.3 Delete the following: "agreement, written where legally required for validity," in the first sentence. Insert in its place the following: "written agreement,".

- 5.3.1 Add the following new Section 5.3.1:

The Contractor shall be responsible for any and all Subcontractors working under him and shall carry insurance for all Subcontractors or ensure that they are carrying it for themselves so as to relieve the Owner, Architect and Architect's Consultants of any and all liability.

- 5.3.2 Add the following new Section 5.3.2:

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The Owner and Architect assume no responsibility for overlapping or omission of parts of the Work by various Subcontractors in their Contracts with the Contractor.

5.4.2 Delete entirely.

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 Delete the following: ". If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15." In its place insert the following: ", without altering the Owner's agreement with the Contractor."

6.1.4 Delete entirely.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Delete the last sentence of this section.

6.2.4 Delete the word "wrongfully" from this section.

6.2.5 Delete entirely.

ARTICLE 7: CHANGES IN THE WORK

7.1 GENERAL

7.1.4 Add the following new Section 7.1.4:

For any changes in the Work requested by the Contractor involving more than a three (3) calendar day extension of time, the Contractor shall submit critical path schedules showing the original schedule and impact of the proposed change justifying the requested extension of time. The Owner may at its option refuse the extension of time and have the Contractor perform the work within the original schedule provided all reasonable costs for completing the work including overtime and acceleration costs are included in the Change Order.

7.1.5 Add the following new Section 7.1.5:

If a proposal for additional work is requested by the Owner from the Contractor which involves additional time, at the Owner's option, the Owner may extend the completion date for that portion of the work included in the change, without extending the Contract Time for the remainder of the work.

7.1.6 Add the following new Section 7.1.6:

Changes which involve credits to the Contract Sum shall include overhead, profit, general conditions, and bond and insurance costs.

7.1.7 Add the following new Section 7.1.7:

For any adjustments to the Contract Sum based on other than the unit price method, overhead, profit, and general conditions combined shall be calculated at the following percentages of the cost attributable to the change in the work:

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- .1 For the Contractor for Work performed by the Contractor's own forces, ten percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractors five percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent of the amount due the Sub-subcontractor.
- .5 Costs to which overhead, profit, and general conditions is to be applied shall be determined in accordance with Sub-Sections 7.3.6.1 through 7.3.6.5.
- .6 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any;

7.1.8 Add the following new Section 7.1.8:

In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by:

- .1 A complete itemization of costs including labor, material.
- .2 Subcontractor's, Sub-subcontractor's and material suppliers for their portions of the work itemized to include labor, material.
- .3 Labor costs shall be indicated hourly wage and fringe benefits. Labor hours shall be provided for each phase of the work.
- .4 Material costs shall include unit costs and units required where applicable.

7.1.9 Add the following new Section 7.1.9:

The Contractor understands that change orders to the contract which increase or decrease the cost by \$10,000 or more, or the time of completion by 30 days or more, will require written documentation by the Owner that the changes:

- .1 were not reasonably foreseeable at the time the contract was signed;
- .2 were not within the contemplation of the contract as signed; and
- .3 are in the best interest of the district or region and authorized by law.

7.1.10 Add the following new Section 7.1.10

The Contractor shall provide written notice to the Architect and the Owner if overtime labor rates are included in the computation of the cost of a proposed Change Order or Construction Change Directive.

7.1.11 Add the following new Section 7.1.11

In the event that the Contractor and the Owner do not reach agreement on a Change Order or a Construction Change Directive, the Owner may, in its discretion, delete the labor, materials and equipment that are the subject of the Change Order or the Construction Change Directive from the Work to be performed under the Contract Documents. The Owner shall receive credit from the Contractor for the labor, materials, and equipment, including Contractor overhead and profit attributable to the deleted work. The Owner may complete the deleted work through another contractor or subcontractor.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.6 Delete the last sentence and substitute the following: "Upon resolution of exact scope, Contract Sum change, and Contract Time change, a Change Order shall be prepared incorporating the Construction Change Directive."

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- 7.3.7 Add the word "actual" before the word "costs" at the beginning of each of the following subsections:

7.3.7.1

7.3.7.2

7.3.7.3

7.3.7.4

7.3.7.5

Add the following to the end of Section 7.3.7.5:

Cost of supervision, unless directly attributable to change, will not be allowable as an itemized cost for any additions (or credited for deletions) unless a change in the Contract Time is made.

Add the following to the end of this Section 7.3.7:

Overtime when specifically authorized by the Owner shall be paid for by the Owner on the basis of a premium payment only, plus the cost of insurance and taxes based on the premium payment. Overhead and profit will not be paid by the Owner for overtime. Field tickets must be signed by the Architect for verification of overtime hours.

- 7.3.8 In the first sentence, after the words "shall be" and before the words "as confirmed by" delete the words "actual net cost" and insert "computed in accordance with Section 7.3.7". In the last sentence, after the word "increase", add the words "or decrease." Add the following to the end of the Section:

Also, if the amount of either the credit or the addition is in dispute, the amount of the other, non-disputed item may not be included in Applications for Payment. Overhead and profit will be included in credits to the same extent they are included in additions.

- 7.3.11 Add the following new Section 7.3.11:

Change Orders that result in a net decrease in or credit to the Contract Sum must include a credit to the Owner for the Contractor's overhead and profit as described in Section 7.1.7.

7.4 MINOR CHANGES IN THE WORK

Add the following at the end of the Section: "The Owner shall be notified in writing by the Contractor of the minor change."

7.5 SUBSTITUTIONS

- 7.5 Add the following new Section 7.5:

After the award of the Contract, a request by the Contractor for a substitution of materials or equipment in place of those specified in the Contract Documents will be considered only under one or more of the following conditions:

- (a) Required for compliance with interpretation of code requirements or insurance regulations then existing.

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- (b) Unavailability of specified products, through no fault of the Contractor.
- (c) Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
- (d) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
- (e) When it is clearly seen, in the judgment of the Architect and with the Owner's approval, that a substitution would be substantially to the Owner's best interests, in terms of cost, time, or other considerations.

Substitution requests shall be written, timely, and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposed substitution, name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation by the Architect.

ARTICLE 8: TIME

8.1 DEFINITIONS

- 8.1.4 Delete entirely and substitute:
The term "day" as used in the Contract Documents shall mean working day, excluding weekends and legal holidays.

8.2 PROGRESS AND COMPLETION

- 8.2.3 Add the following at the end of the Section:

The Contractor shall bear all additional costs incurred to meet the Contract Time, which may require working overtime without additional compensation

- 8.2.4 Add the following new Section 8.2.4:

The Contractor shall reimburse the Owner for all fees or expenses, including without limitation, the Architect, engineers and legal expenses, for additional services necessitated by Contractor's failure to obtain Substantial Completion within the time established in the agreement and for more than one inspection for Substantial Completion or final inspection.

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 Delete the language beginning with the words "pending mediation or arbitration..." through the conclusion of this sentence and substitute the following:
"or by other causes which the Architect and Owner determine, in their sole discretion, may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect and Owner may determine."

- 8.3.2 Delete entirely and substitute:

The Contractor shall not be entitled to recover from the Owner, and hereby waives all rights that it or its subcontractors or any other person may otherwise have to recovery, any costs, expenses and damages of any nature that it or its subcontractors or any other person may suffer by reason of delay in the performance of the Work or any portion thereof, the extension of Contract Time granted herein being the Contractor's sole and exclusive remedy.

- 8.3.3 Delete entirely and substitute:

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The Contractor shall not be entitled to any increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time. This Section 8.3 does not preclude recovery of damages or delay by the Owner under other provisions of the Contract Documents.

8.3.4 Add the following new Section 8.3.4:

Notwithstanding other provisions in this Contract, Contractor shall not be entitled to any recovery of damages arising out of any event or delay caused within Contractor's control and/or for "Acts of God", including without limitation adverse weather conditions, which prevents such early completion of the Work.

8.3.5 Add the following new Section 8.3.5

Where a delay occurs that is beyond the Contractor's control and when the delay is not reasonably unacceptable, the Contractor has an affirmative duty to mitigate the effect of that delay on the progress of the Work. An extension of the Substantial Completion date will not be granted to the extent that the Contractor breaches said duty to mitigate.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 Delete entirely and substitute:

At the pre-construction meeting, the Contractor shall submit to the Owner and the Architect a detailed schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 In the first sentence, delete "ten" and in its place insert: "twenty (20)" and insert the language "before the Owner's submission date for the School Board's review and approval of such payment at the next School Board meeting or, if the Owner's School Board approves otherwise," between the words "days" and "before". Add the following sentence at the end of this Section: "The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet."

9.3.1.2 At the end of the Section add the following: "However, this Section will not apply to routine retainage the Contractor intends to withhold from the Subcontractor pursuant to the Subcontract."

9.3.1.3 Add the following new Section 9.3.1.3:

No interest will be paid upon retention.

9.3.1.4 Add the following new Section 9.3.1.4:

Contractor shall submit all payment requests to the Architect for all work completed during the previous time period. Requests submitted late will not be processed until the following month. Contractor shall include the Contractor's waiver of lien for the full amount and partial subcontractor waivers of lien in the amounts of the previous payment request.

9.3.2 Add the following to the end of Section 9.3.2:

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Contractor shall submit requisitions from suppliers and Subcontractors to substantiate the amounts requested on the Application for Payment for materials or equipment stored on or off site. The Owner shall have no responsibility or liability to the Contractor for the safekeeping of materials and equipment stored at the site or off the site.

9.3.4 Add the following new Section 9.3.4:

The Contractor shall submit his application for payment as outlined in Section 9.3 on the first of the month, and the Owner will make payment accordingly promptly after receipt of the Architect's Certificate. Each partial payment request shall be made monthly and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the work less the aggregate of previous payments in each case. The Owner reserves the right to reduce retainage prior to substantial completion. Retainage shall not be reduced below 10% until all closeout documents as required in the Instruments of Service have been received, reviewed and approved by the Architect.

9.3.5 Add the following new Section 9.3.5:

Before each certificate for payment is issued, the Contractor shall furnish to the Architect a complete statement of the amounts due to Subcontractors, parties supplying material, and for his own materials and labor, on AIA Document G702 and G702A "Application and Certificate for Payment."

9.3.6 Add the following new Section 9.3.6:

A Sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Owner to determine Contractor's right to payment and compliance with the Illinois Mechanic's Lien law. Each payment request shall include executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event that the Owner is satisfied with Contractor's payment procedures, the Owner may accept partial waivers of lien of Subcontractors and suppliers who were included in the immediate preceding payment. The Contractor shall submit waivers on a current basis, but the Owner may allow Subcontractors and suppliers to be not more than one payment late with their partial waivers.

9.3.7 Add the following new Section 9.3.7:

Upon giving ten (10) days notice in writing to the Contractor, the full contract retainage may be reinstated and the retention restored to the basis established in Section 9.3.4 if the manner of completion of the work and its progress do not remain satisfactory to the Owner, or if any surety of Contractor withholds its consent.

9.3.8 Add the following new Section 9.3.8:

All material necessary for the construction of this Project, delivered upon the premises, shall not be removed from the premises without written consent of the Architect.

9.3.9 Add the following new Section 9.3.9:

The Contractor's request for final payment shall include: (1) the Contractor's Final Lien Waiver in the full amount of the contract; and (2) final lien waivers in the full amount of their contracts from all subcontractors and suppliers for which final lien waivers have not previously been submitted.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

EXHIBIT "B"

9.5.4 Add the following new Section 9.5.4:

The Owner shall not be required to make payment unless in its own independent judgment it accepts the Architect's Certificate.

9.6 PROGRESS PAYMENTS

9.6.2 At the end of the Section insert the following: "In the event that the Owner elects to utilize an escrow agent, the Owner and the escrow agent may elect to make payments due the Contractor to the Contractor and its subcontractors."

9.6.3 Delete "and Owner".

9.6.5 Delete entirely.

9.7 FAILURE OF PAYMENT

Delete entirely.

9.8 SUBSTANTIAL COMPLETION

9.8.2 At the end of this Section add the following:

With respect to Work enumerated on the list accompanying the Certificate of Substantial Completion, the guarantee or warranty period shall start at the time of subsequent acceptance of this Work in writing by Owner.

9.8.5 Add the following sentence at the end of this Section:

The payment shall be sufficient to increase the total payments to 95 percent of the contract sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims.

9.10.1 Delete the last sentence of this Section.

9.10.3 Delete entirely.

9.10.4 Delete entirely.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2.5 In the first sentence after the word "shall" and before the word "promptly" insert the following: "at its sole cost and expense".

10.2.9 Add the following new Section:

The Contractor, prior to commencing the work, shall submit to the Architect, in writing, a statement certifying that he is familiar with the Manual of Accident Prevention in Construction by the Associated General Contractors of America, current edition, and further that the Contractor will maintain at the project a copy of said publication and will strictly enforce the applicable requirements of same. Contractor will also state the name of the Contractor's Safety Engineer who will be responsible for enforcing all safety requirements.

10.2.10 Add the following new Section:

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All Construction documents pertaining to this Work, and the joint and several phases of construction hereby contemplated, are to be governed, at all times, by applicable provisions of the Federal Law, including but not limited to the latest amendments of the following:

- .1 Williams Steiger Occupational Safety & Health Act of 1970 Public Law 91 596;
- .2 Part 1910 - Occupational Safety & Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- .3 Part 1518 - Safety & Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

10.3 HAZARDOUS MATERIALS

10.3.1.1 Insert the following new Section 10.3.1.1:

The Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept or used in or about the Projects site(s) except to the extent such Hazardous Materials: (1) are necessary for the prosecution of the Work; (2) are required pursuant to the Contract Documents; and (3) have been approved in writing by the Owner. Any Hazardous Materials allowed to be used on the Project site(s) shall be used, stored, and disposed of in writing as directed in writing by the Owner. Any Hazardous Materials allowed to be used in the Project site(s) shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials. Any unused or surplus hazardous Materials, as well as, any other Hazardous Materials that have been placed, released, or discharged on the Project site(s) by the Contractor or any of its employees, agents, suppliers, or subcontractors, shall be removed from the Project site(s) at the earlier of (1) completion of the Work requiring the use of such Hazardous Materials; (2) the completion of the Work as a whole; or (3) within twenty-four (24) hours following the Owner's demand for such removal. Such removal shall be undertaken by the Contractor at its sole cost and expense and shall be performed in accordance with all applicable laws. The Contractor shall immediately notify the Owner of any release or discharge of any Hazardous Materials on the Project site(s). The Contractor shall provide the Owner with copies of all warning labels on products that the Contractor or any of its subcontractors will be using in connection with the Work, and the Contractor shall be responsible for making any and all disclosures required under applicable "Community Right to Know" or similar laws. The Contractor shall not clean or service any tools, equipment, vehicles, materials, or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and removed from the Project site(s) in accordance with all applicable laws and regulations. The Contractor shall immediately notify the Owner of any citations, orders, or warnings issued to or received by the Contractor, or of which the Contractor otherwise becomes aware, that relate to any Hazardous Materials on the Project site(s). Without limiting any other indemnification provisions pursuant to law or specified in this Agreement, the Contractor shall indemnify, defend (at the Contractor's sole cost, and with legal counsel approved by the Owner), and hold the Owner harmless from any and all claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses for removing and remedying the effect of any Hazardous Materials on, under, from, or about the Project site(s), arising out of or relating to, directly or indirectly, the Contractor's or its subcontractor's failures to comply with any of the requirements herein. As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials, and wastes listed in the United States Department of transportation Materials Table, or listed by the Environmental Protection Agency as hazardous substances, and all substances, materials, or wastes that are or become regulated under federal, state, or local law.

10.3.3 Delete entirely.

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10.3.4 Delete the following phrase: "unless such materials or substances were required by the Contract Document."

10.3.6 Delete entirely.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1.1 Delete the semicolon at the end of this Section and add: "including private entities performing work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the project."

11.1.1.2 Delete the semicolon at the end of this Section and add: "or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but required by the contract documents to provide the insurance required by that Section."

11.1.1.6 Delete the semicolon at the end of Section 11.1.1.6 and add: "and coverage should be written on a comprehensive automobile policy which will include coverage for owned, non-owned and hired motor vehicles."

11.1.1.9 Add the following new Section 11.1.1.9:

Liability insurance should be written on the comprehensive general liability basis, and shall include, but not be limited to the following sub-lines:

- A. Premises and Operations including x, c, u coverages (explosion, collapse, underground).
- B. Products and Completed Operations.
- C. Independent Contractor's Protective.
- D. Broad Form Comprehensive General Liability Endorsement:
 - 1. Contractual Liability, including contractors' obligation under Section 3.18.
 - 2. Personal Injury & Advertising Injury Liability
 - 3. Premises Medical Payments
 - 4. Fire Legal Liability - Real Property
 - 5. Broad Form Property Damage Liability (including Completed Operations)
 - 6. Incidental Medical Malpractice Liability
 - 7. Additional Persons Insured, including employees for personal and advertising injury.
 - 8. Extended Bodily Injury Liability

11.1.1.10 Add the following new Section 11.1.1.10:

If liability insurance is written under the new simplified form - Commercial General Liability, the above listed coverages should be included.

11.1.1.11 Add the following new Section 11.1.1.11:

If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the contract; the termination date of the policy shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Section 9.10.2, and an extended period endorsement "Supplemental Tail," must be purchased.

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11.1.1.12 Add the following new Section 11.1.1.12:

In any and all claims against the Owner or the Architect, or any of their agents or employees, by any employee or Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the insurance obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under the Worker's Compensation Act, disability benefit acts or other employees benefits acts.

11.1.1.13 Add the following new Section 11.1.1.13:

The General Liability coverages shall be provided by a commercial General Liability Policy on an occurrence basis.

11.1.2.1 Add the following new Section 11.1.2.1:

The insurance required by Section 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation, Occupational Disease and Employer's Liability Insurance with a waiver of subrogation in favor of the owner:

- a. State: Statutory limits
- b. Applicable Federal (e.g., Longshoremen's): Statutory limits
- c. Employer's Liability

\$1,000,000 Per Accident
\$1,000,000 Disease, Policy Limit
\$1,000,000 Disease, Each Employee

2A. If written under Comprehensive General Liability Policy Form (including sub-lines specified in Section 11.1.1.9)

- a. Bodily Injury:
\$2,000,000 Each Occurrence
\$5,000,000 Aggregate
- b. Property Damage:
\$2,000,000 Each Occurrence
\$5,000,000 Aggregate
- c. Bodily Injury and Property Damage combined:
\$2,000,000 Each Occurrence
\$5,000,000 Aggregate
- d. Personal Injury:
\$1,000,000 Aggregate
- e. Products and Completed Operations to be maintained for one year after final payment:
\$1,000,000 Aggregate
- f. Property Damage Liability Insurance shall provide X, C and U coverages.
- g. Broad Form Property Damage Coverage shall include Completed Operations.

2B. If written under Commercial General Liability Policy Form.

- a. \$2,000,000 General Aggregate
- b. \$1,000,000 Products Completed Operations Aggregate
- c. \$1,000,000 Personal and Advertising Injury

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- d. \$1,000,000 Each Occurrence
- e. \$50,000 Fire Damage (any one fire)
- f. \$5,000 Medical Expense (any one person)

3. Contractual Liability:

- a. Bodily Injury:
\$2,000,000 each occurrence
\$5,000,000 aggregate
- b. Property Damage:
\$2,000,000 each occurrence
\$5,000,000 aggregate

4. Personal Injury, with Employment Exclusion deleted:

- a. \$1,000,000 aggregate

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

- a. Automobile Liability:
 - i. Bodily injury:
\$1,000,000 each person
\$1,000,000 each occurrence
 - ii. Property Damage:
\$1,000,000 Each Occurrence
\$1,000,000 Combined Single Limit

- 6. Umbrella Excess Liability:
\$2,000,000 Over Primary Insurance
\$2,000,000 Retention for Self-Insured Hazards
Each Occurrence

11.1.2 Delete the last sentence and replace it with the following:

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until 60 days after the date of final completion or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. With respect to the Contractor's completed operations coverage, until expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3 Add the following sentence to the end of the Section: "On the Certificate of Insurance, delete in the cancellation provision the following words, 'Endeavor to' and 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.'"

11.1.5 Add the following new Section 11.1.5:

The insurance company issuing the comprehensive general liability insurance coverage required for the performance of this contract shall be licensed to do business in Illinois with Best's Insurance Guide (current edition) rating of "A" or better and satisfactory to the Owner.

11.1.6 Add the following new Section 11.1.6:

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If the insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACCORD form 25S will be acceptable. These certificates shall specifically state that the Owner, his representatives, the Architect and their Consultants are protected by the Contractor's insurance against all liabilities as spelled out in Par. 3.18 of AIA Doc. A201, as modified hereinabove.

11.2 OWNER'S LIABILITY INSURANCE

11.1.7 Contractor to provide current certificate of insurance with minimum \$2M/\$5M limits listing Triton College, District No. 504, its affiliates, officers, directors, trustees, volunteers, employees, and students as additional insured on a separate endorsement.

11.2.1 Delete entirely and substitute:

The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the contract and that will protect the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees and all other defense costs whether in legal or administrative actions arising (a) out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) out of any claim made by any employee of the contractor or any subcontractor or by the Illinois Department of Labor for the amount of any wages or salaries which should have been paid to such employees and interest thereon, fines or other assessments relating to such violation, pursuant to provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this department.

11.2.2 Add the following new Section 11.2.2:

In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the insurance obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

11.2.3 Add the following new Section 11.2.3:

The Contractor shall give the Owner the original policy and shall furnish the Architect memorandum copies of said policy. The Owner and Architect shall be the named insureds in this Protective Liability Policy. The Contractor shall protect the Owner and the Architect and their agents and employees from expenses, including attorney's fees, arising out of or resulting from the performance sickness, disease, or death, or injury to, or destruction of any tangible property (other than the Work itself) including the loss of use therefrom that is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether it is caused in whole or in part by a party to whom insurance is afforded pursuant to this Section.

11.3 PROPERTY INSURANCE

11.3.1 Delete entirely and substitute:

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The Builder's Risk Insurance is required and shall be purchased and maintained by the Owner until Substantial Completion.

11.3.1.1 Delete entirely and substitute:

The policy shall be a Completed Value All Risk Builder's Risk policy and shall cover all work (including that of all contractors) in the course of construction excluding temporary structures and materials used in the construction process stored on or within one hundred feet of the construction site and while awaiting installation. The policy shall be written in an amount equal to 100% of the total sum of all contracts. However, the policy is based on a \$5,000 deductible, applicable to all losses for each occurrence. Therefore, the Contractor shall be solely responsible for any and all losses up to \$5,000. Losses are adjustable with and payable to the Owner for his own account.

11.3.1.2 Delete entirely and substitute:

Coverage shall include, but not be limited to:

- A. All Risk of Direct Physical Loss, including Fire and Extended Coverage (Lightning, wind storm, hail, explosion, riot, civil commotion, aircraft, vehicle and smoke).
- B. Vandalism and Malicious Mischief.

11.3.1.3 Delete entirely and substitute:

Coverage shall not extend to:

- A. The Contractors', Subcontractors', or the Architect's/Engineer's Tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work.
- B. Property owned by employees of any of the foregoing.
- C. Vehicles of any kind.
- D. Trees and shrubs.
- E. Drawings and specifications.

11.3.1.4 Delete entirely.

11.3.1.5 Delete entirely and substitute:

The policy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy prior to completion or acceptance of the project by the Owner.

11.3.1.6 Add the following new Section 11.3.1.6:

The prompt repair or reconstruction of the Work as a result of any insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the Owner or Architect. The contractor shall furnish the proper assistance in the adjustment and settlement of any loss. Loss will be adjustable with and payable to the party purchasing the Builder's Risk Insurance who shall be responsible for apportioning the loss proceeds to each and every entity involved in the loss to the extent of his interest. The policy shall contain a provision that the policy will not be canceled, changed or altered until at least 30 calendar days prior written notice has been given to the named insured.

11.3.5 Delete entirely.

11.3.6 Delete entirely.

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- 11.3.7 Delete entirely.
- 11.3.9 Delete "or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor".
- 11.3.10 Delete entirely and substitute: "The Owner as fiduciary shall have the power to adjust and settle a loss with insurers."
- 11.4 PERFORMANCE AND PAYMENT BOND
- 11.4.1 Delete entirely and substitute:
- The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond in the amount of one hundred percent (100%) of the Contract Sum. Owner requires that the bond surety must carry a BEST RATING of not less than A and that the Owner has no objection to the bond surety.
- 11.4.2 Delete entirely and substitute:
- The Contractor shall deliver the required bonds to the Owner not later than ten days following the date of notification of the Award of Contract or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- 11.4.3 Add the following new Section 11.4.3:
- The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Such bonds shall be in the form of American Institute of Architect's Document A-311 or a similar form worded exactly the same as Doc. A-311 and shall bear the same date as, or a date subsequent to, the date of the Contract. The bonds shall be issued by a bonding company licensed to operate in the State of Illinois and approved by the Owner.
- 11.4.4 Add the following new Section 11.4.4:
- The failure of the Contractor to supply the required bonds within 10 days after the prescribed Agreement forms are presented for signature, or if the bonding company finds that the Contractor is NOT bondable, shall constitute a default, and the Owner may award the Contract to the next responsible low bidder.
- 11.4.5 Add the following new Section 11.4.5:
- If at any time the Owner becomes dissatisfied with any Surety or Sureties then upon the Bonds, or for any other reason such Bonds shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days after notice to do so, substitute acceptable Bonds in such forms and sum and signed by such other Sureties as may be satisfactory to the Owner. No further payments shall be deemed due nor shall be made until the new Sureties shall have qualified.
- 11.4.6 Add the following new Section 11.4.6:
- Whenever the Contractor shall be and is declared by the Owner to be in default under the Contract, the Surety and Contractor are each responsible to make full payment to the Owner for any and all additional services of the Architect as which are required as a result of the Contractor's default and in protecting the Owner's right under the Agreement with the Contractor.

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11.4.7 Add the following new Section 11.4.7:

The Contractor must within ten (10) days after the execution of this Agreement furnish a Performance Bond agreeing to pay not less than the prevailing wage for work to be performed in accordance with the Contract and the laws of the State of Illinois, and agreeing to pay all sums of money due for labor, materials, apparatus, fixtures or machinery and transportation with respect thereto, as in said Payment Bond provided, each dated the same day as the Agreement, in the forms prescribed by the Owner and each in an amount equal to the Contract Sum with a corporate Surety or Sureties acceptable to the Owner authorized to do business in the State of Illinois. These Bonds shall be maintained by the Contractor and shall remain in full force and effect until final acceptance of the work by the Owner or sixty (60) days following the date of Final Payment, whichever occurs later. The Contractor shall agree and shall cause the Surety to agree to be bound by each and every provision of the Contract Documents.

11.4.8 Add the following new Section 11.4.8:

In the event the Surety will make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt or if it shall file a voluntary petition in bankruptcy or shall in the opinion of the Owner be insolvent, the Contractor shall agree forthwith upon request of the Owner to furnish and maintain other corporate Surety with respect to such bonds satisfactory to the Owner.

11.5 Add the following new Section, ADDITIONAL INSURANCE REQUIREMENTS:

11.5.1 The Contractor is responsible for determining that subcontractors are adequately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each subcontractor.

11.5.2 The limits of liability as stated may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.2.1 In the first sentence after the words "the Contractor shall correct it promptly", add: "at the Contractor's sole expense." Also, throughout this Section replace all occurrences of the words "one year" with the words "two years" to extend the Contractor's warranty period from one year to two years, and replace the words "Substantial Completion" with "final completion" in all instances where they appear.

12.2.2.2 Replace the term "one-year" with "two-year".

12.2.2.3 Delete entirely and substitute:

In the case of any work performed in correcting defects pursuant to guarantees provided or referred to by this Article 12, the guarantee period shall begin anew from the date of the completion of such work.

12.2.4 Delete the period at the end of the sentence and add: "and pay all attorney's fees and expenses related thereto, immediately upon demand."

12.2.5 In the second sentence replace "one-year period" with "two-year period."

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ARTICLE 13: MISCELLANEOUS PROVISIONS

- 13.1 Delete entirely and substitute: "The Contract shall be governed by the law of the place where the Project is located."
- 13.4 RIGHTS AND REMEDIES
- 13.4.3 Add the following new Section 13.4.3:
- The Owner and the Architect reserve the right to accept or reject any substitutions bid upon. If substitutions are not specifically accepted in writing, materials specified as "standard" shall be used in construction of this project.
- 13.4.4 Add the following new Section 13.4.4:
- Any material specified by reference to the number, symbol or title of specific standards, such as Commercial Standards, Federal Specifications, trade association standards, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Instruments of Service, except as limited to type, class or grade, or modified in such reference by a given date. The standards related to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications.
- 13.5.2 In the last sentence delete the following: "except as provided in Section 13.5.3". Also in the last sentence after the words "at the" and before the words "expense" delete the word "Owner's" and substitute "Contractor's".
- 13.5.3 At the end of this Section add: "Notwithstanding any other term or provision in this Article 13 to the contrary, in the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, then the Contractor shall remedy such defects and shall bear all costs and expenses associated with such testing which is related to determining whether such defects have been properly remedied."
- 13.6 INTEREST
- Delete entirely. All references to interest payments throughout the contract documents are hereby voided.
- 13.7 TIME LIMITS ON CLAIMS
- Delete entirely.
- 13.8 Add the following new Section 13.8, REGULATIONS
- 13.8.1 The Contractor and/or Subcontractor warrant/s that s/he is familiar with and s/he shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations, School Board Rules and Policies, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the contract including without limitation Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours, and, without limitation, such other laws and regulations as are specifically described below. Additionally, Contractor and subcontractor warrant that s/he shall comply with any amendments to such Federal, State and local laws, statutes, ordinances, rules and regulations that are enacted thereafter during the performance of the Work and under this Contract. To the extent that there are any violations of any of the

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applicable laws, rules, regulations and/or court orders/decrees mentioned herein, Contractor and Subcontractor shall be responsible for indemnifying and holding both the Owner and Architect free and harmless from all costs, fees and expenses incurred, directly or indirectly and including without limitation attorneys' fees, by the Owner of the Architect in responding to and complying with demands made by any of the governmental departments/agencies and/or the courts, or an aggrieved employee or person and such amounts may be withheld from the payments to be made on the project. It is the intention that the Owner and Architect shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to any compliance with the applicable laws, rules and regulations referenced herein. No plea of misunderstanding or ignorance thereof will be considered.

- 13.8.1.1 Whenever required or upon the request of the Architect or Owner, the Contractor or subcontractor shall furnish the Architect and the Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.
- 13.8.2 The Contractor and Subcontractors shall carefully examine the Occupational Safety and Health Act of 1970, published in May 1971, as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and the Contractor agrees as evidenced by his submission of a bid to comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act. The Contractor is responsible to comply with OSHA and its regulations as amended in performing any work under the Contract Documents.
- 13.8.3 The Contractor shall comply with the non-discrimination federal, state and local laws, including without limitation:
 - 13.8.3.1 Equal Employment Opportunities Act, American with Disabilities Act and Human Rights Act. The Contractor acknowledges that this Contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that each contractor have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). The Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder. The provisions of Section 14.2 are included in this Amendment pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law.
 - 13.8.3.2 As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies

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invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- 13.8.3.2.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, unfavorable discharge from military service or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 13.8.3.2.2 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- 13.8.3.2.3 That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respect comply with the Illinois Human Rights Act and the Department's Rules.
- 13.8.3.2.4 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 13.8.3.2.5 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contractors or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation.
- 13.8.4 Illinois Department of Labor Requirements and Prevailing Wage Act.
- 13.8.4.1 Contractor agrees to comply with and that this agreement is subject to and governed by the 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. Contractor and Subcontractors shall include in Bids the cost for the current prevailing wage. As changes are made in these prevailing wages, the Contractor and Subcontractors performing work on the project will be responsible for conforming to the changes and shall have the responsibility for determining when changes are made. No additional costs are to be incurred by the Owner as a result of changes in the prevailing wage. All record keeping requirements are the obligation of the Contractor and Subcontractors.
- 13.8.4.2 To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Owner, Contractor or Architect by the Illinois Department of Labor or by any employee of the Contractor or a Subcontractor performing work on the project, the Contractor or the particular Subcontractor and Contractor shall be responsible for indemnifying and holding the Owner, Contractor and Architect free and harmless from all costs incurred, directly or indirectly, by the Owner, Contractor or Architect in responding to and complying with demands made by the Department of Labor, or an aggrieved employee and such amounts may be withheld from the payments to be made on the project. It is the intention that the Owner, Contractor and Architect shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to this Act.

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- 13.8.4.3 It shall be mandatory upon the Contractor and upon any Subcontractors thereof to pay all laborers, workman, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes in such case made and provided.
- 13.8.4.4 The Contractor and each Subcontractor shall (1) make and keep, for a period not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and (2) submit monthly, in person, by mail, or electronically a certified payroll to the Owner in charge of the project. The certified payroll shall consist of a complete copy of the records identified in the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor and/or Subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (iii) the Contractor and/or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor is not prohibited from relying on the certification of a lower tier Subcontractor, provided the Contractor does not knowingly rely upon a Subcontractor's false certification. Any Contractor and/or Subcontractor subject to the Prevailing Wage Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of the Prevailing Wage Act and guilty of a Class B misdemeanor. The records submitted in accordance with the Prevailing Wage Act herein shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act.
- 13.8.4.5 Upon 2 business days' notice, the Contractor and each Subcontractor shall make available for inspection the records identified in the Prevailing Wage Act to the Owner in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days' notice, the Contractor and each Subcontractor shall make such records available at all reasonable hours at a location within this State.
- 13.8.5 Public Contract Fraud Act. Contractor agrees to comply with and that this agreement is subject to and governed by the Illinois Public Contract Fraud Act (30 ILCS 545/0.01).
- 13.8.6 Public Construction Contract Act. Contractor agrees to comply with and that this agreement is subject to and governed by the Illinois Construction Contract Act (30 ILCS 557/1).
- 13.8.7 Public Construction Bond Act. Contractor agrees to comply with and that this agreement is subject to and governed by the Illinois Public Construction Bond Act (30 ILCS 550/0.01). If the Contractor furnishes material or labor on the project, or assume any Contracts for material or labor awarded or entered into by the Owner, Contractor first shall supply and deliver to Owner a bond conditioned upon the completion of the Contract, and the payment of such material and labor, as required by the Illinois Public Construction Bond Act. 30 ILCS 550/1 et seq.
- 13.8.8 Public Works Preference Act. Contractor agrees to comply with and that this agreement is subject to and governed by the Illinois Public Works Preference Act (30 ILCS 560/0.01).
- 13.8.9 Employment of Illinois Workers on Public Works Act. Contractor agrees to comply with and that that his agreement is subject to and governed by the Illinois Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

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- 13.8.10 Public Works Contract Change Order Act. Contractor agrees to comply with and that this agreement is subject to and governed by the Illinois Public Works Contract Change Order Act (50 ILCS 525/1).
- 13.8.11 Local Government Professional Services Selection Act. Contractor agrees to comply with and that this agreement is subject to and governed by the Illinois Local Government Professional Services Selection Act (50 ILCS 510/0.01).
- 13.8.12 Veterans Preference Act. The Contractor agrees to comply with and that this agreement is subject to and governed by the Illinois Veterans Preference Act (330 ILCS 55/0.01) that, in the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or by any political subdivision thereof, preference shall be given to persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions: (1) the veteran served a total of at least 6 months, or (2) the veteran served for the duration of hostilities regardless of the length of engagement, or 3) the veteran served in the theater of operations but was discharged on the (4) the veteran was released from active duty basis of a hardship, or because of a service connected disability and was honorably discharged. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment. No political subdivision or person contracting for such public works is required to give preference to veterans, not residents of such district, over residents thereof, who are not veterans.
- 13.8.12.1 As used in this Section: "Time of hostilities with a foreign country" means any period of time in the past, present, or future during which a declaration of war by the United States Congress has been or is in effect or during which an emergency condition has been or is in effect that is recognized by the issuance of a Presidential proclamation or a Presidential executive order and in which the armed forces expeditionary medal or other campaign service medals are awarded according to Presidential executive order.
- 13.8.12.2 "Armed forces of the United States" means the United States Army, Navy, Air Force, Marine Corps, Coast Guard. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Law 95 202 shall also be considered service in the Armed Forces of the United States for purposes of this Section.
- 13.8.13 Drug Free Workplace. The Contractor certifies by the execution of this Contract that the Contractor will provide a drug free workplace in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.), including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act.
- 13.8.14 Bid Rigging and Rotating. The Contractor certifies that the Contractor is in compliance with Illinois law and not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961 (720 ILCS 5/33E).
- 13.8.15 No Smoking. In accordance with the state (105 ILCS 5/10-20.5b) and federal law and Board of Education Policy, smoking is prohibited on all School District property.
- 13.8.16 Concurrent with the execution of this Contract, the Contractor has executed the Certificate of Eligibility.
- 13.8.17 The Contractor understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Contractor further understands and acknowledges that the State of Illinois

EXHIBIT "B"

requires that all employees of vendors, licensees, contractors or others having direct, daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Contractor agrees to provide the Owner, at the sole cost of the Contractor with the following:

- (1) Evidence that each employee, agent, contractor or other person performing work on school property under this Agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
- (2) The Contractor will provide the Owner, upon request, a copy of the criminal background check conducted on each such person.

In the event the Contractor plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under its Agreement with the Owner then in that event the Contractor will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event the Contractor fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the Contractor, or caused by an employee of a subcontractor to the Contractor, then in that event the Contractor agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Owner against any such claims.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Delete entirely.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 Delete entirely and substitute:

If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days after the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if he submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if he fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any subcontract with a Subcontractor; or if a mechanic's or material man's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the Owner; or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or if he otherwise violates any provision of the Contract Documents; then the Owner, without prejudice to any right or remedy available to the Owner under the Contract Documents or at law or in equity, the Owner may, after giving the Contractor and the surety under the Performance Bond and under the Labor and Material Payment Bond described in

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Section 11.5, seven (7) days' written notice, terminate the employment of the Contractor. If requested by the Owner, the Contractor shall remove any part or all of his equipment, machinery and supplies from the site of the Project within seven (7) days after the date of such request, and in the event of the Contractor's failure to do so, the Owner shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination. The Owner's right to terminate the Owner-Contractor Agreement pursuant to this Section 14.2.1 shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

14.2.4 Delete entirely and substitute:

If the unpaid balance of the Contract Sum exceeds all costs to the Owner of completing the Work, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination. If such costs to the Owner of completing the Work exceed such unpaid balance, the Contractor shall pay the difference to the Owner immediately upon the Owner's demand. The costs to the Owner of completing the work shall include (but not be limited to) the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another contractor or other subcontractors, any additional interest or fees which the Owner must pay by reason of a delay in completion of the Work, attorneys' fees and expenses, and any other damages, costs and expenses the Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Contractor shall be certified by the Architect, upon application, in the manner provided in Section 9.4, and this obligation for payment shall survive the termination of the Contract.

14.2.5 Add the new following new Section 14.2.5:

The Owner may, upon seven (7) days written notice to the Contractor, terminate the Agreement between the Owner and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by the Owner, the Owner shall pay the Contractor for all work performed by the Contractor to the date of termination that has been approved by the Owner. The Owner may, upon the Contractor executing such a confirmatory assignments as the Owner shall request, accept and assume all of the Contractor's obligations under all subcontracts executed in accordance with the terms of the Contract Documents that may accrue after the date of such termination and that the Contractor has incurred in good faith in connection with the Work. Upon receipt of notice of termination, the Contractor shall cease all operations on the date specified by the Owner, terminate subcontracts not assumed by the Owner, make no further orders of materials or equipment, complete work not terminated (if any), and provide such reports as may be requested by the Owner and the Architect as to the status of the Work and the Work remaining to be completed. The Owner's right to terminate the Contract under this Section shall be in addition to, and not in limitation of, its rights to stop the Work without terminating the Contract.

ARTICLE 15: CLAIMS AND DISPUTES

15.1.1 Add "to the Contract" after the term "parties" in the second line of this Section.

15.1.5.1 Delete entirely and substitute:

If the Contractor wishes to make a claim for an increase in the Contract Time, written notice as provided herein shall be given within seven (7) calendar days after the event giving rise to the claim. The Contractor's claim shall include an estimate of cost and of probable effect of

EXHIBIT "B"

the delay on the progress of the Work. In the case of a continuing delay only one claim is necessary.

- 15.1.6 Delete the first sentence. In its place insert the following: "The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract." Delete the word "mutual" in the remainder of Section 15.1.6. Delete subsection 15.1.6.1 in its entirety and renumber subsection 15.1.6.2 as 15.1.6.1.
- 15.2 INITIAL DECISION
 - 15.2.1 Delete the third sentence.
 - 15.2.3 Delete "The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense."
 - 15.2.5 Delete "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 Delete entirely.
 - 15.2.6.1 Delete entirely
- 15.3 Delete this Section, MEDIATION, entirely, as well as all additional references to mediation appearing in this Contract.
- 15.4 Delete this Section, ARBITRATION, entirely, as well as all additional references to arbitration found in this Contract.

ARTICLE 16: LIMIT TO AVOID INCORPORATION OF RESPONSIBILITY BY REFERENCE

Insert the following new Article 16:

Where any specification which is incorporated herein by reference, through the words "and/or as directed by the Architect," or phrases having a similar effect appear to give the Architect the right to direct something other than that specified, the Architect has in fact no such right to except as it may be established in specific instances in portions of this Instruments of Service other than in said specifications.

ARTICLE 17: INCORPORATION OF CONTRACT TERMS WITH SUBCONTRACTORS

Insert the following new Article 17:

Contractor agrees that s/he will be responsible to incorporate all of the terms and conditions herein, including all amendments to this Contract, with any and all of the Subcontractors as well as any Subcontractors retained by Subcontractors. Contractor acknowledges that it is the Owner's intent that all of the terms and conditions herein, including all amendments to this Contract, will be adhered to by the Contractor and all Subcontractors performing any Work in this project.

END OF SECTION 00 73 00

SECTION 01 10 00
SUMMARY

PART 1 GENERAL

1.01 PROJECT INFORMATION

- A. Project Name: 25044 Triton Exterior Painting at Building A
- B. Owner's Name: Triton College.
- C. Architect's Name: ARCON Associates, Inc..
- D. For summary description of work, see 00 21 13 - Instructions to Bidders.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.04 PROTECTIVE PRECAUTIONS

- A. The Contractor, upon receiving contract acceptance or letter of intent, shall be able to proceed with work immediately after the published start date, subject to the following conditions.
- B. Submit, discuss and obtain approval of the proposed schedule of work from the Owner and the Architect.
- C. Every precaution must be taken to prevent any damage, loss or injury to any person, or to any property of the Owner.
- D. All utilities on the properties shall be kept in proper operating conditions at all times. Should there be a need to temporarily disconnect any system, the Contractor shall notify (in writing) the following agencies, when the existing system is going to be inoperative, and that the building will be without a particular service for a period not to exceed one (1) day. Give a minimum of two days notice to Owner.
 - 1. The Fire Department (where applicable)
 - 2. Owner.
 - 3. Architect.
 - 4. Any other agency or department appropriate or responsible for a specific service.
- E. The same notification shall be provided by the Contractor, if any of the other utilities will be temporarily inoperative.
- F. It is mandatory that the fire lanes be kept free of any obstructions at all times, unless otherwise authorized by the Owner and the Fire Department.
- G. Parking for construction workers will be in areas as discussed with and designated by Owner, and shall be strictly adhered to.
- H. All fire alarm, security alarm, and any other type of protection system SHALL BE operable at all times when the buildings are occupied or could be occupied. If one of the systems is down, the fire department, Owner, etc., must be notified. The Contractor is responsible for monitoring and maintaining these systems in an operable and safe condition at all times.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:

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1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Utility Outages and Shutdown:
1. Limit disruption of utility services to hours the building is unoccupied.
 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 3. Prevent accidental disruption of utility services to other facilities.

1.06 LOCAL CODES

- A. Each Contractor complies with specified and applicable codes and standards. If conflict between codes or standards and drawings, specifications or addenda requirements, more stringent requirements shall govern.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, codes for standards concerning environmental control. Particular attention shall be given, without limitation, to:
1. Reduction of air pollution by control of refuse burning (if permitted), minimization of dust, containment of chemical vapors, control of engine exhaust gases, and control of smoke from temporary heaters.
 2. Reduction of water pollution by control of sanitary facilities, proper storage of fuels and other potential contaminants, and prevention of siltation from land erosion.
 3. Minimization of noise levels.
 4. Proper and legal disposal, off site unless otherwise provided, of waste and soil resulting from construction activities.
 5. Proper and legal disposal of excavated spoils resulting from construction activities per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency.
- B. Proper and legal disposal at acceptable landfill of non-hazardous special waste if soil analysis determines that excavated spoils are not suitable for a CCDD Facility.

1.08 DOCUMENTS AND SAMPLES AT PROJECT SITE

- A. The Contractor shall maintain, at the site, for the Owner, one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. These shall be available to the Architect. The Drawings, marked to record all changes made during construction shall be delivered to the Architect for the Owner upon completion of the work.
- B. Permit drawings shall be maintained at the site in accordance with local requirements.

1.09 CONTRACTOR INSPECTION

- A. The Contractor shall inspect and supervise the work to be assured that the work is performed in accordance with contract requirements.
1. The Contractor shall reject or stop portions of the work which are not in accordance with contract requirements.
- B. By requesting the Final Payment, Contractor certifies that he has provided his work in compliance with the specifications and drawings.

1.10 ACCIDENTS AND SAFETY RESPONSIBILITY

- A. The general or prime contractor is solely responsible for supervision, monitoring, and maintaining safe working conditions on, in and around the construction site. The Architect, his consultants and owner are not responsible for the safety conditions on the construction site.
1. The Contractor shall report any and all accidents on the site or related to the project in writing to his insurance company and to the Owner and Architect within 24 hours of occurrence. The report shall contain the following information:
 - a. Name and address of injured person or persons;
 - b. Location of occurrence;
 - c. Date and time of occurrence;
 - d. Narrative description of the accident and how it occurred;

EXHIBIT "B"

- e. Extent of injuries, hospital where treated name or names of physicians in attendance;
 - f. Names of witnesses and, whenever possible, statements of witnesses and the name of person taking such statement;
 - g. Signature of Contractor's superintendent.
2. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported to the Architect, and to the Owner immediately by telephone or messenger. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Architect giving full details of the claim.

1.11 SPECIFICATION SECTIONS APPLICABLE TO EVERY CONTRACT

- A. Unless otherwise noted, all provisions of the Division 01 sections shall apply to all Contracts and all other Project Manual sections.
- B. Section 01 78 00 - Closeout Submittals. - See section for Interactive Closeout procedures. Interactive Project Closeout shall be included in Contractor's Bid. Interactive Project Closeout shall be handled by BHFx.

1.12 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the CSI "2004 MasterFormat" numbering system.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.13 MISCELLANEOUS PROVISIONS

- A. It is understood and agreed by all the Contractors that the materials, tools, equipment, building or work is entirely at their risk until same is completed. The Owner assumes no responsibility for the loss by theft or damage.

1.14 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract and as follows:
 1. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
 2. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
 3. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
 4. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
 5. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations (including cost of delivery and unloading at jobsite).

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6. "Install": Operations at Project site including delivery, unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, clean up, disposal, and similar operations.
7. "Provide": Furnish, install, connect and complete and ready for the intended use.
8. "Installer": Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
9. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
10. "Experienced": When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
11. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.15 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.
- E. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

1.16 WARRANTY

- A. Warranty /Correction Period:
 1. All Work included under this Specification unless extended elsewhere herein, shall be guaranteed against defects in material and workmanship for a period of two years from the date of final acceptance of the Work as evidenced by the issuance of the Final Certificate for Payment and payment by the Owner.
 2. This warranty period shall govern unless more stringent requirements are otherwise indicated in the General Conditions or Supplementary Conditions.

EXHIBIT "B"

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 10 00

EXHIBIT "B"

**SECTION 01 21 00
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cash allowance.
- B. Payment and modification procedures relating to allowances.

1.02 RELATED REQUIREMENTS

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CASH ALLOWANCE

- A. Contractor's costs for including but not limited to the following: insurance, payroll taxes, bonding, equipment rental, tools, overhead and profit shall not be chargeable against the allowance since these costs shall be covered in the Contractor's base bid.
- B. Funds will be drawn from the Allowance by payment application.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCES SCHEDULE

- A. General Use Allowance: \$10,000
 - 1. General Contractor shall include in the Base Bid an amount of \$10,000 to cover the cost of any unforeseen or unanticipated work as directed by the Owner and/or Architect. This allowance is above and beyond the Base Bid work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 21 00

EXHIBIT "B"

SECTION 01 23 00

ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.

1.02 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 – Louver Painting
 - 1. Description:
 - a. Add cost for new painting for existing louvers and associated work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 23 00

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic submittals.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Construction progress schedule.
- G. Coordination drawings.
- H. Number of copies of submittals.
- I. Requests for Interpretation (RFI) procedures.
- J. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: General product requirements.
- B. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

1.04 PROJECT COORDINATOR

- A. Cooperate with the Owner in allocation of mobilization areas of site, offices, sheds, temporary parking, and site access.
- B. During construction, coordinate use of site and facilities through the Owner.
- C. Comply with procedures of Architect for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Owner for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Site Superintendent.
- F. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTALS

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via the internet.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 - 2. Parties Required to use service: Contractor and Architect.
 - 3. It is the responsibility of the Contractor to submit documents in PDF format.
 - 4. Contractors and Architect's consultants will be permitted to use the service at no extra charge.
 - 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 - 6. Paper document transmittals will not be reviewed.
 - 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
 - 8. Contractors will have access to the Architect's submittal service for use in delivering submittals, requests for information, progress documentation. Contractors can deliver other documents (payment applications, punch lists, reports, etc.) via internet/e-mail.
 - 9. Samples and color cards shall be submitted without using electronic processing.
- B. Software: The selected service is:
 - 1. Newforma Project Center: Access to the software will be available through Architect. No special software is required to be provided by Contractor.

3.02 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.03 SITE MOBILIZATION MEETING (PRECONSTRUCTION MEETING)

- A. Architect will schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.

EXHIBIT "B"

- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements and partial occupancy prior to completion.
 - 3. Construction facilities and controls provided by Owner.
 - 4. Temporary utilities provided by Owner.
 - 5. Survey and building layout.
 - 6. Security and housekeeping procedures.
 - 7. Schedules.
 - 8. Application for payment procedures.
 - 9. Procedures for testing.
 - 10. Procedures for maintaining record documents.
 - 11. Requirements for start-up of equipment.
 - 12. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.04 PROGRESS MEETINGS

- A. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.
- B. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of RFIs log and status of responses.
 - 7. Review of off-site fabrication and delivery schedules.
 - 8. Maintenance of progress schedule.
 - 9. Corrective measures to regain projected schedules.
 - 10. Planned progress during succeeding work period.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to work.
- C. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date Contract Award, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule every 30 days unless otherwise requested by Architect or Owner.

3.06 COORDINATION DRAWINGS

- A. Provide information required by Contractor for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

EXHIBIT "B"

- C. Architect or Architect's Consultants will furnish at Contractor's request CAD Base Drawings for the sole use in developing Shop Drawings.
 - 1. Contractor shall be required to sign CAD waiver provided by Architect or Architect's Consultants.
 - 2. Contractor shall be charged a handling fee of \$250 for each CAD file.
 - 3. CAD Software Program: The background drawings shall be available only in version of AutoCAD currently in use by Architect or Architect's Consultants.
 - 4. The CAD files will only include walls, doors, windows, room numbers and other generic information to facilitate creation of Shop Drawings. These documents will not be duplications of Contract Documents.

3.07 REQUESTS FOR INTERPRETATION(RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 - 2. Prepare using software provided by the Electronic Document Submittal Service.
 - 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 60 00 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 - 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 - 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Owner's, Architect's, and Contractor's names.
 - 3. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).

EXHIBIT "B"

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

3.08 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 1. Submit at the same time as the preliminary schedule.
 2. Coordinate with Contractor's construction schedule and schedule of values.
 3. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 4. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.09 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.

EXHIBIT "B"

- D. Submittals listed in specific a specification section shall be submitted complete in one single package or may be rejected. Physical samples and shop drawings are permitted to be submitted under separate cover.
- E. After review, provide copies and distribute in accordance with Submittal Procedures article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.10 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.11 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
 - 1. Shop drawing PDF files shall be generated on one of the following sheet sizes:
 - a. 30" x 42"
 - b. 24" x 36"
 - c. 11" x 17"
- B. Samples: Submit the number specified in individual specification sections one of which will be retained by Architect. If the number of samples is not indicated submit two samples.
 - 1. Retained samples will not be returned to Contractor unless specifically so stated.
 - 2. Samples will be accepted by Architect only if all delivery charges are prepaid.
 - 3. Samples shall bear the identification markings specified in this section.

3.12 SUBMITTAL PROCEDURES

- A. Definitions:
 - 1. Shop Drawings: Graphic depiction of products/assemblies to be reviewed including but not limited to fabrication, erection, layout, setting drawings, schedules, piping, ductwork, conduit systems details of the construction, wiring diagrams, control diagrams, and methods of construction required to show that the materials, equipment or systems and their position confirm to the Contract Documents.
 - 2. Product Data: Illustrations, performance charts, instructions, brochures and other information to illustrate a material, product or system for some portion of the work.
 - 3. Samples: Physical examples which illustrate materials, colors, textures, materials or workmanship and establish standards by which the Work will be judged.
- B. General Requirements:
 - 1. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 2. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each document.
 - 3. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 - 4. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Upload submittals in electronic form to Electronic Document Submittal Service website.
 - 5. Schedule submittals to expedite the Project, and coordinate submission of related items.

EXHIBIT "B"

- a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days. These items include the following:
 - 1) Doors, frames, and hardware.
 - 2) Elevators.
 - 3) Masonry.
 - 4) Louvers.
 - 5) Mechanical equipment curbs.
 - 6) Precast Concrete.
 - 7) Architectural items containing electrically operated components
 - 8) Gymnasium Equipment.
 - 9) Kitchen Equipment.
 6. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 7. Provide space for Contractor and Architect review stamps.
 8. When revised for resubmission, identify all changes made since previous submission.
 9. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 10. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 11. Submittals not requested will be recognized, and will be returned "Not Reviewed",
 12. If the shop drawings or product data show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall make specific mention of such variation in his submittal letter or on the shop drawing or product data documents submitted. Any such variations are subject to review by the Architect.
 13. The Architect shall review shop drawings or product data only for conformance with design intent of the project. The Architect's review will not be construed as:
 - a. Permitting any departure from the Contract requirements;
 - b. Relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist.
 - c. Accepted departures from additional details or instructions previously furnished by the Architect, unless the Architect has specifically accepted the variation in accordance with the provisions of this article.
 14. By approving and submitting shop drawings and product data, the Contractor thereby represents that he has:
 - a. Obtained, determined, and verified all field measurements and conditions, construction criteria, materials and similar data.
 - b. Checked, Reviewed and approved them each shop drawing.
 - c. Checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.
- C. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal for each individual specification section.
 3. Submit concurrently with related shop drawing submittal.
 4. Do not submit (Material) Safety Data Sheets for materials or products unless specifically indicated in specification section.
 5. Indicate product options, model, product etc. on product data sheet using a marking a color other than red.
- D. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Do not reproduce Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
 4. Shop drawings shall be in sufficient detail to indicate all conflicts with other Subcontractors.
 5. If highlighting or indicating questions do so in color other than red.

EXHIBIT "B"

- E. Samples Procedures:
1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
 3. Samples will be accepted by Architect only if all delivery charges are prepaid.
 4. Electronic reproductions (scans) will not be reviewed by Architect. The Architect, to expedite return of samples may stamp the electronic reproduction and return to Contractor with notations and shop drawing stamp. Physical samples may be returned under separate cover.

3.13 SUBMITTAL REVIEW

- A. Submittals with no corrections will be stamped "CONFORMS WITH DESIGN CONCEPT", and those requiring only minor corrections will be stamped "NOTE MARKINGS". Those stamped "CONFORMS WITH DESIGN CONCEPT" can be used for ordering, fabrication and erection. Those stamped "NOTE MARKINGS" can also be used for ordering, fabrication, and erection, but the original drawings must be corrected and new documents submitted for final acceptance. If submittals resubmitted for final acceptance have changes other than those previously noted, such changes shall be identified and explained in the letter of transmittal by which the drawings are submitted.
- B. If major corrections are required, the Architect will return the submittal stamped "RESUBMIT". The Contractor shall correct the original submittal as required and then submit new documents to the Architect for review and comment. The Architect will review the revised submittal and return the submittal to the Contractor until final acceptance has been given.
- C. Shop drawings which do not have the Architect's signature and stamp "CONFORMS WITH DESIGN CONCEPT", or "NOTE MARKINGS" shall not be permitted at the site. At least one complete set of shop drawings bearing the Architect's stamp shall be kept at the site, in the Contractor's field office, for reference at all times.
- D. If product does not comply with the design concept, or is not a specified product, the Architect will return the submittal stamped "REJECTED". After reviewing the appropriate Specification Section for products and submittal requirements, the Contractor shall resubmit new product that is indicated in the specification section. This shall be submitted as an entirely new submittal. Contractor reserves the right to reject any submittal that is not submitted in accordance with the requirements of the Contract Documents.
- E. If a submittal is provided for informational purposes or for record purposes the Architect and Architect's Consultants actions will indicate "Not Reviewed" or language with same legal meaning.
- F. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- G. Architect's Consultants actions on items submitted for review will indicate one of the following (see above for further information):
1. "Conforms with Design Concept" or language with same legal meaning.
 2. "Note Marking" or language with similar legal meaning.
 3. "Revise and Resubmit" or language with similar legal meaning.
 4. "Rejected" or language with similar meaning.
- H. In case of conflict between virtual shop drawing stamp and electronic document submittal software, virtual shop drawing stamp shall govern.
- I. No work in the shop or field shall be started until the Architect has approved the shop drawings and samples for that segment of the work, nor shall work be done from any shop drawings not bearing the Architect's stamp of approval.

END OF SECTION 01 30 00

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants.
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing.
- G. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit copies of report to Contractor, Architect, and Architect's Consultants.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect.

EXHIBIT "B"

1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
1. Submit report within 5 days of observation to Architect for information.
 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.04 QUALITY ASSURANCE

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

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ and pay for services of an independent testing agency to perform specified testing and special inspections.
- B. As indicated in individual specification sections, Owner or Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Contractor Employed Agency:
1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

EXHIBIT "B"

- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Integrated Exterior Mock-ups: Construct integrated exterior mock-up as indicated on drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.
- D. Notify Architect seven (7) working days in advance of dates and times when mock-ups will be constructed.
- E. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.
- F. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- G. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- H. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
 - 1. Make corrections as necessary until Architect's approval is issued.
- I. Architect will use accepted mock-ups as a comparison standard for the remaining Work.
- J. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.03 TOLERANCES

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

3.04 TESTING AND INSPECTION

- A. See individual specification sections for testing, inspection, and special inspections required.
- B. Testing Agency Duties:
 - 1. Test samples of mixes and materials submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Attend preconstruction meetings or as requested by Architect or Contractor.
 - 8. Submit reports of all tests/inspections specified.

EXHIBIT "B"

- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify testing agency a minimum of 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.05 MANUFACTURERS' FIELD SERVICES

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

3.06 DEFECT ASSESSMENT

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

END OF SECTION 01 40 00

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Dewatering
- B. Temporary utilities.
- C. Temporary telecommunications services.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- C. Temporary Water Service
 - 1. Cost of Water Used: By Contractor.
 - 2. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
 - 3. Connect to existing water source.
 - a. Exercise measures to conserve water.
 - b. Provide separate metering and reimburse Owner for cost of water used.
 - 4. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.
 - 5. Use trigger-operated nozzles for water hoses, to avoid waste of water.
- D. Temporary Lighting
 - 1. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft .
 - 2. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
 - 3. Provide and maintain 0.25 watt/sq ft H.I.D. lighting to interior work areas after dark for security purposes.
 - 4. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
 - 5. Maintain lighting and provide routine repairs.
 - 6. Permanent building lighting may be utilized during construction.
- E. Temporary Heating
 - 1. Cost of Energy: By Contractor.
 - 2. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
 - 3. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.
 - 4. Existing facilities shall not be used.
 - 5. Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.
- F. Temporary Ventilation
 - 1. Existing ventilation equipment may not be used.

EXHIBIT "B"

- G. Temporary Cooling
 - 1. Cost of Energy: By Owner.
 - 2. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
 - 3. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.
 - 4. Existing facilities shall not be used.
 - 5. Prior to operation of permanent equipment for temporary cooling purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.

1.04 FENCING

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.05 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.06 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.07 VEHICULAR ACCESS AND PARKING

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

1.08 WASTE REMOVAL

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

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.

EXHIBIT "B"

- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 50 00

**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- B. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Notice to Proceed.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Containing lead, cadmium, or asbestos.
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.

2.02 PRODUCT OPTIONS

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

2.03 MAINTENANCE MATERIALS

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

PART 3 EXECUTION**3.01 SUBSTITUTION PROCEDURES - PRIOR TO BID OPENING**

- A. The Contractor or any Subcontractor's Proposal shall be based upon the materials, equipment, or processes specifically named in the Contract Documents. The word "processes" as used herein includes methods or systems of construction.
 - 1. Products are generally specified by ASTM or other reference standard, and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.
 - 2. Before the Pre-bid Meeting, or in the absence thereof 10 days prior to the Bid Opening, the Owner and Architect will consider a formal request for the substitution of products in place of those specified under the following conditions:
 - a. The request is accompanied by complete data on the proposed substitution substantiating compliance with the Contract Documents, including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution with the products specified with data relating to Contract Time Schedule, design and artistic effect where applicable, and its relationship to separate contracts.
 - b. The request is accompanied by accurate cost data on the proposed substitution in comparison with the product specified, whether or not modification of the Contract Sum is to be a consideration.
- B. Request for substitution based on paragraph above, when forwarded by the Contractor to the Architect, are understood to mean that the Contractor:
 - 1. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - a. Will provide the same guarantee for the substitution that he would for that specified;
 - b. Certifies that the cost data presented is complete and includes all related costs under this contract, but excludes costs under separate contracts and the Architect's re-design cost, and that he waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - c. Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be completed in all respects.
 - d. The Owner and Architect do not have to consider substitutions after the Pre- bid Meeting. No substitutions shall be made unless acceptable to the Owner and Architect in writing.

3.02 SUBSTITUTION PROCEDURES - AFTER BID OPENING

- A. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- B. The Owner and Architect will consider a formal request for the substitution of products in place of those specified under the following conditions:
 - 1. Required for compliance with local authority interpretation of code requirement or insurance regulations then existing as approved in writing by Architect.
 - 2. Unavailability of specified products through no fault of Contractor.
 - 3. Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
 - 4. Manufacturer/Fabricator refuses to certify or guarantee performance of specified products as required.
 - 5. When it is clearly seen in the judgement of the Architect that a substitution would be substantially to the Owner's best interest, in terms of cost, time or other considerations.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request.

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

EXHIBIT "B"

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

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- L. Prevent contact with material that may cause corrosion, discoloration, or staining.
- M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 60 00

SECTION 01 61 16

VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.

1.03 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
 - 3. Flooring.
 - 4. Thermal and acoustical insulation.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
 - 1. Concrete.
 - 2. Clay brick.
 - 3. Metals that are plated, anodized, or powder-coated.
 - 4. Glass.
 - 5. Ceramics.
 - 6. Solid wood flooring that is unfinished and untreated.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings.
- C. GreenSeal GS-36 - Adhesives for Commercial Use.
- D. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168.
- E. State of Illinois Title 35 - Environmental Protection.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.06 QUALITY ASSURANCE

- A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), ASTM D3960, or State of Illinois Title 35, unless otherwise indicated.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.

EXHIBIT "B"

- b. Published product data showing compliance with requirements.
- c. Certification by manufacturer that product complies with requirements.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. VOC/VOM Content-Restricted Products: VOC/VOM content not greater than required by the following:
 - 1. All applicable products used on Project shall comply with requirements of State of Illinois Title 35 whether or not specifically referenced.
 - 2. All Interior Products: Products shall comply with VOC/VOM content limits when calculated according to State of Illinois Title 35. In case of conflict between reference standards, the more stringent shall be required.
 - a. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule and State of Illinois Title 35.
 - b. Aerosol Adhesives: GreenSeal GS-36 and State of Illinois Title 35.
 - c. Joint Sealants: SCAQMD 1168 Rule and State of Illinois Title 35.
 - d. Paints and Coatings: Each color and type; most stringent of the following:
 - 1) 40 CFR 59, Subpart D.
 - 2) State of Illinois Title 35
 - 3. Wet-Applied Roofing and Waterproofing: Comply with State of Illinois Title 35.
 - 4. Exterior Applied Coatings, sealers and other wet applied coatings: Comply with State of Illinois Title 35.
- C. Products containing ozone depleting compounds: Comply with State of Illinois Title 35.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

3.02 SCHEDULE OF REQUIREMENTS

- A. The following list incorporates commonly used construction products with their required VOC/VOM requirements. This list is for reference and does not include all products. For a complete list see State of Illinois Title 35. VOM content limit is given in grams/liter with (pounds/gallon) unless otherwise noted.
 - 1. Coatings
 - a. Flat Coatings: 100 (0.8)
 - b. Non-Flat Coatings: 150 (1.3)
 - c. Non-Flat-High-Gloss Coatings: 250 (2.1)
 - 2. Bituminous Roof Coatings: 300 (2.5)
 - 3. Bituminous Roof Primers: 350 (2.9)
 - 4. Bond Breakers: 350 (2.9)
 - 5. Clear Wood Coatings
 - a. Clear Brushing Lacquers: 680 (5.7)
 - b. Lacquers (including lacquer sanding sealers): 550 (4.6)
 - c. Sanding Sealers (other than lacquer sanding sealers): 350 (2.9)
 - d. Varnishes: 350 (2.9)
 - 6. Concrete Curing Compounds: 350 (2.9)
 - 7. Concrete Surface Retarder: 780 g/l (6.5)
 - 8. Dry Fog Coatings: 400 (3.3)
 - 9. Fire Resistive Coatings: 350 (2.9)
 - 10. Fire Retardant Coatings

EXHIBIT "B"

- a. Clear: 650 (5.4)
- b. Opaque: 350 (2.9)
- 11. Floor Coatings: 250 (2.1)
- 12. Primers, Sealers, and Undercoaters: 200 (1.7)
- 13. Quick-Dry Enamels: 250 (2.1)
- 14. Quick-Dry Primers, Sealers and Undercoaters: 200 (1.7)
- 15. Roof Coatings: 250 (2.1)
- 16. Roof Coatings: 250 (2.1)
- 17. Rust Preventative Coatings: 400 (3.3)
- 18. Shellacs
 - a. Clear: 730 (6.1)
 - b. Opaque: 550 (4.6)
- 19. Specialty Primers, Sealers, and Undercoaters: 350 (2.9)
- 20. Stains: 250 (2.1)
- 21. Swimming Pool Coatings: 450 (2.8)
- 22. Swimming Pool repair and Maintenance Coatings: 340 (2.8)
- 23. Thermoplastic Rubber Coatings and Mastics: 550 (4.6)
- 24. Traffic Marking Coatings: 150 (1.3)
- 25. Waterproofing Concrete/Masonry Sealers: 400 (3.3)
- 26. Waterproofing Sealers: 250 (2.1)
- 27. Wood Preservatives: 350 (2.9)
- 28. Coatings not listed: See State of Illinois Title 35,

END OF SECTION 01 61 16

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 45 33 - Code-Required Special Inspections and Procedures: Code related special inspections.
- E. Section 01 50 00 - Temporary Facilities and Controls: Temporary enclosures and partitions.
- F. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- G. Section 01 91 13 - General Commissioning Requirements: Contractor's responsibilities in regard to commissioning.
- H. Section 02 41 00 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.
- I. Section 07 84 00 - Firestopping.
- J. Individual Product Specification Sections:
 - 1. Advance notification to other sections of openings required in work of those sections.
 - 2. Limitations on cutting structural members.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
 - 1. Minimum of 5 years of documented experience.
- B. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- C. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State in which the Project is located. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.
- D. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.06 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 2. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.07 COORDINATION

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

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

EXHIBIT "B"

- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 LAYING OUT THE WORK

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

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.

EXHIBIT "B"

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

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

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

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

EXHIBIT "B"

- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 SYSTEM STARTUP

- A. Coordinate with requirements of Section 01 91 13 - General Commissioning Requirements
- B. Coordinate schedule for start-up of various equipment and systems.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.09 DEMONSTRATION AND INSTRUCTION

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

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 05 93 - Testing, Adjusting, and Balancing for HVAC.

3.11 FINAL CLEANING

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

3.12 CLOSEOUT PROCEDURES - SUBSTANTIAL COMPLETION

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect.
- B. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
 - 1. Inspection: Submit a written request for inspection for Substantial Completion. Upon receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. The Architect will make an inspection within ten (10) working days after receipt of certification, together with Owner's Representative. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - a. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - b. Results of completed inspection will form the basis of requirements for Final Completion.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Owner's comprehensive list of items identified to be completed or corrected and submit to Architect.
- E. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request
 - 1. Prepare a list of items to be completed and corrected (punch list).
 - 2. Submit written certification, to Architect, that work is substantially complete.
 - 3. Advise Owner of pending insurance changeover requirements.
 - 4. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 5. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 6. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 7. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 8. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 9. Complete startup testing of systems.
 - 10. Submit test/adjust/balance records.
 - 11. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 12. Advise Owner of changeover in heat and other utilities.
 - 13. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- F. Should Architect consider that work is substantially complete:
 - 1. Architect will prepare a Certificate of Substantial Completion, containing:
 - a. Proposed Date of Substantial Completion.
 - b. Contractor's list of items to be completed or corrected, verified and amended by Architect.
 - c. The time within which Contractor shall complete or correct work of listed items.
 - d. Time and date Owner will assume possession of work or designated portion thereof.
 - e. Responsibilities of Owner and Contractor for:
 - 1) Insurance
 - 2) Utilities
 - 3) Operation of mechanical, electrical and other systems
 - 4) Maintenance and cleaning
 - 5) Security

EXHIBIT "B"

- f. Signatures of:
 - 1) Architect
 - 2) Contractor
 - 3) Owner
 - 2. Owner occupancy of Project or Designated Portion of Project:
 - a. Contractor shall:
 - 1) Obtain certificate of occupancy
 - 2) Perform final cleaning in accordance with article "Cleaning".
 - b. Owner will occupy project, under provisions in Certificate of Substantial Completion.
 - 3. Contractor: Complete work listed for completion or correction, within designated time.
 - 4. Contractor shall submit closeout documents in accordance with requirements specified in 01 78 00 - Closeout Submittals.
- G. Should Architect consider that work is not substantially complete:
- 1. Architect shall notify the Contractor stating the reasons.
 - 2. Architect and Owner's Representative will reinspect work.
 - 3. Correct items of work listed in Punch List and comply with requirements for access to Owner-occupied areas.

3.13 FINAL COMPLETION

- A. Notify Architect in writing when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- 1. Contractor shall submit written certification that:
 - a. Contract documents have been reviewed.
 - 1) Portion of project for which he is responsible has been inspected for compliance with contract documents.
 - 2) Work has been completed in accordance with contract documents.
 - 3) Equipment and systems have been tested in presence of Owner's Representative and are operational.
 - 4) Project is completed and ready for final inspection with all punch list items completed.
 - b. Architect will make final inspection within ten (10) days after receipt of certification, with Owner's Representative.
- B. Before requesting final inspection for determining date of Final Completion, complete the following:
- 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 - a. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - b. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - c. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 2. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - a. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 3. Contractor shall submit written certification that:
 - a. Contract documents have been reviewed.
 - b. Portion of project for which he is responsible has been inspected for compliance with contract documents.
 - c. Work has been completed in accordance with contract documents.
 - d. Equipment and systems have been tested in presence of Owner's Representative and are operational.
 - e. Project is completed and ready for final inspection with all punch list items completed.
 - 4. Architect will make final inspection within ten (10) days after receipt of certification, with Owner's Representative.

EXHIBIT "B"

- C. Should Architect consider that work is not finally complete:
 - 1. He shall notify the Contractor and state reasons.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice certifying that work is complete.
 - 3. Architect will reinspect work.
 - 4. Complete items of work determined by Architect and listed on Certificate of Substantial Completion.

3.14 REINSPECTION COSTS

- A. Should Architect be required to perform additional inspections because of failure of work to comply with original certifications of Contractor, Owner will compensate Architect for additional services, and deduct amount paid from final payment to Contractor. Contractor shall pay Architect same hourly rate of \$207.00/hr.

3.15 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than two years from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
 - 1. The Contractor agrees to repair and replace all defective work including all labor and materials for the warranty period. The Contractor agrees to perform the corrective work within five (5) days of receiving notice from the Architect or Owner. Emergency conditions shall require the Contractor to perform corrective work within two (2) days. The Architect and Owner shall determine if the corrective work is part of the warranty. Their decision is binding. If the warranty work is not completed expeditiously as determined by the Owner and Architect, the Owner reserves the right to have the corrective work completed as well as any professional fees and the Contractor agrees he is liable for all costs within thirty (30) days of notice. After that date 1.5% interest per month shall be applied to the cost. The Contractor's bonds shall remain in effect for the warranty period.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION 01 70 00

**SECTION 01 78 00
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Electronic Closeout Documentation.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.

1.03 SUBMITTALS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

EXHIBIT "B"

4. Field changes of dimension and detail.
5. Details not on original Contract drawings.
- G. At project closeout, Contractor shall submit preliminary documents following procedures outlined in Section 01 30 00 - Administrative Requirements to Architect for review. Revise documents in accordance with Architect's comments and resubmit.
 1. After acceptance of closeout documents, Contractor shall submit electronic documents to BHFX for Electronic Closeout Document processing. Cost for these services shall be paid for by contractor.

3.02 OPERATION AND MAINTENANCE DATA

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

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

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

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

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

EXHIBIT "B"

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

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Submit all documents in PDF format.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- D. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- E. Tables of Contents: List every item; where multiple volumes are required, include all volumes in Tables of Contents in each volume, with the current volume clearly identified.
- F. Drawings: Provide PDF file in plot size no greater than 30" x 42", minimum size 11" x 17". All text, dimensions and notes shall be readable with text heights no smaller than 1/16" height.

3.06 ELECTRONIC CLOSEOUT DOCUMENTATION

- A. General: Provide a complete project closeout documentation package in electronic format. This package shall include:
 - 1. Issued for Construction Plans, Specs.
 - 2. Project Record Documents.
 - 3. Approved Submittals.
 - 4. Operation and Maintenance Manuals.
 - 5. Warranties.
 - 6. Owner training Videos (.WMV or .MP4 Format).
 - 7. Project Contact Directory.
- B. The Electronic Closeout Documentation shall be prepared by BHFX Imaging. **Contractors are responsible for all Closeout Fees.** Please contact BHFX Project Coordinator Supervisor at 847-593-3161 for Pricing and Closeout Organization Information.
- C. In order to facilitate the Electronic Closeout Documentation process, comply with the following
 - 1. Contact BHFX Imaging for a Project Order Form a minimum of three months prior to the
 - a. date of Substantial Completion to schedule a pre-closeout meeting.
 - b. Review the following:
 - 1) Format of documents: PDF electronic format for all documents.
 - 2) Folder structure for storage and transfer of files.
 - 3) Schedule for collection and turn-over of closeout documentation.
 - 4) Record Document format procedures: Provide clean and accurate paper copies of the marked-up Record Documents (Drawings and Specifications) for scanning.
 - 5) Provide contact information for the individual responsible for the collection and transfer of Electronic Closeout Documentation.
 - 6) Package contents.
 - 7) Review a complete listing of Electronic Closeout Documentation Package contents.
 - 2. Provide all documentation to BHFX Imaging for processing no later than 30 days after the date of Substantial Completion.

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EXHIBIT "B"

3. Schedule a training conference with BHFX Imaging, Owner's Representative, and Construction Manager to present the completed Electronic Closeout Documentation Package.

END OF SECTION

SECTION 09 91 13
EXTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Exposed surfaces of steel lintels and ledge angles.
 - 2. Exposed surfaces of steel columns, beams, exterior ladders, and fall protection cages.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 05 12 00 - Structural Steel Framing: Shop-primed items.
- B. Section 05 50 00 - Metal Fabrications: Shop-primed items.
- C. Section 05 51 00 - Metal Stairs: Shop-primed items.

1.03 DEFINITIONS

- A. Comply with ASTM D16 for interpretation of terms used in this section.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual.
- E. SSPC-SP 1 - Solvent Cleaning.
- F. SSPC-SP 2 - Hand Tool Cleaning.
- G. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.

EXHIBIT "B"

2. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, have been approved.
- D. Samples for initial selection: Submit fan of color options available for product.
- E. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- F. Manufacturer's Instructions: Indicate special surface preparation procedures.
- G. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 3. Label each container with color in addition to the manufacturer's label.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:
 1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Architectural coatings VOC limits of the State in which the Project is located.

EXHIBIT "B"

2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Colors: To be selected from manufacturer's full range of available colors.
 1. Selection to be made by Architect after award of contract.

2.03 PAINT SYSTEMS - EXTERIOR

- A. EP-1 Steel Exterior Surfaces (Non-Galvanized) to be Painted, Unless otherwise Indicated including steel lintels, exterior hollow metal frames:
 1. Two top coats and one coat primer.
 2. Primer
 - a. Sherwin Williams Macropoxy 646.
 - b. Substitutions: Section 01 60 00 - Product Requirements.
 3. Top Coat(s): Exterior Light Industrial Coating, Water Based.
 - a. Products:
 - 1) Sherwin Williams HI-SOLIDS Polyurethane 250.
- B. EP-2 - Steel Exterior Surfaces to be Painted - Galvanized and ungalvanized Ferrous Metals, Primed, 2 Coat, including but not limited to steel columns, bollards (unless bollard covers are specified in Section 05 50 00 - Metal Fabrications), beams, ladders, conduit, gas piping.
 1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
 2. Primer: One coat as recommended by top coat manufacturer.
 3. Semi-Gloss: Two coats of high performance acrylic enamel.
 4. Products:
 - a. Substitutions: Section 01 60 00 - Product Requirements.

2.04 PRIMERS

- A. Primers: Provide the primer as required or recommended by manufacturer of top coats.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 1. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.

EXHIBIT "B"

- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Galvanized Surfaces:
 - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 - 2. Prepare surface according to SSPC-SP 2.
- G. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.
- H. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- I. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Sand metal surfaces lightly between coats to achieve required finish.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

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Sheet	Description
G0.1A	COVER SHEET
R1.0A	SITE REFERENCE PLAN
R1.1A	REFERENCE PLAN
A3.1A	EXTERIOR ELEVATIONS
A3.2A	SECTIONS
A3.3A	REFERENCE PHOTOS
A3.3AB	REFERENCE PHOTOS
A3.4A	DETAILS

CONSULTANTS




GENERAL NOTES

SYMBOL LIST

ABBREVIATIONS



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COVER SHEET

G0.1A

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Sheet Title:
SITE REFERENCE PLAN

Sketch Number:

Sheet Number:

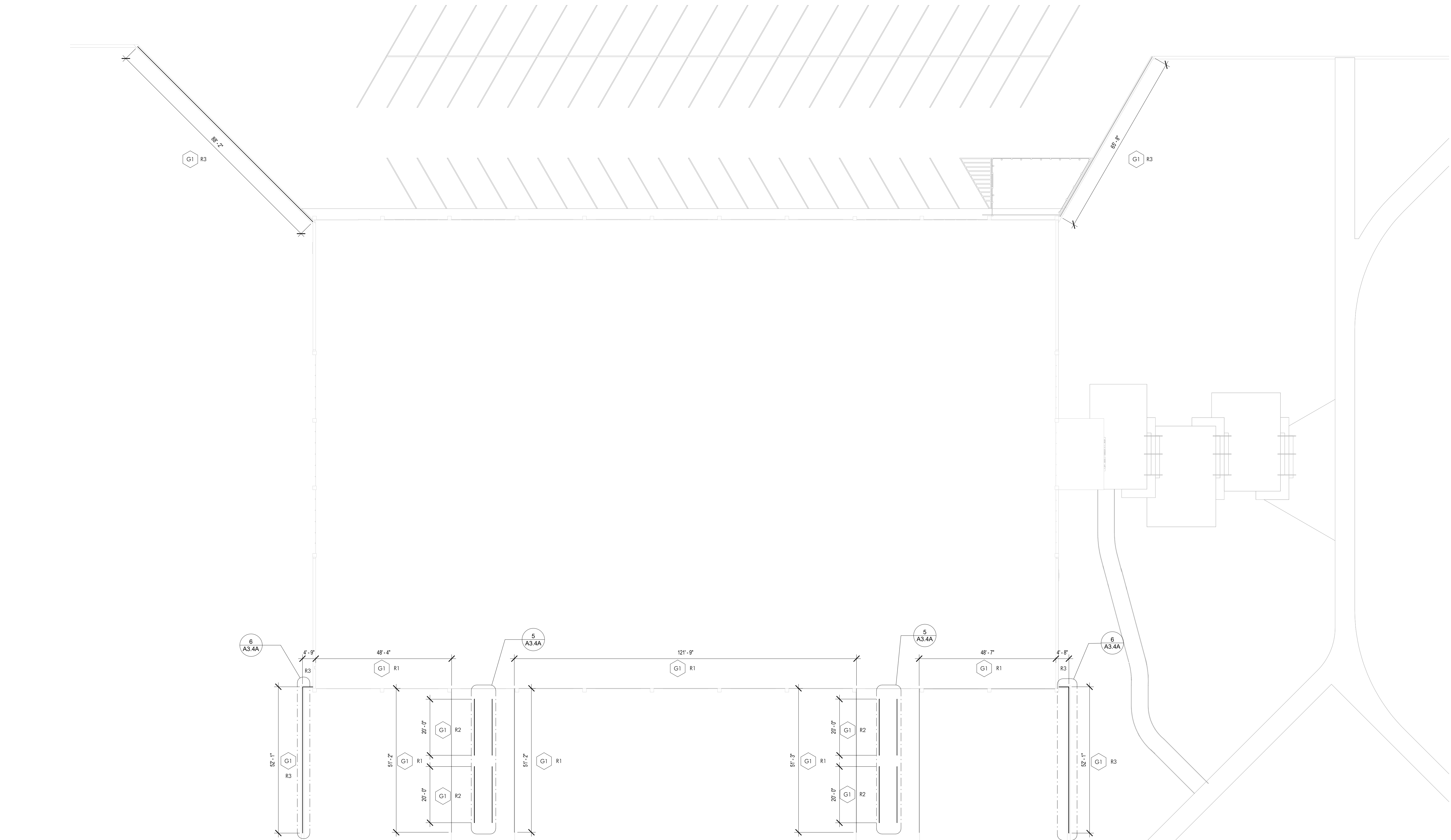
R1.0A

SCOPE OF WORK - NEW WORK

G1 NEW EXTERIOR PAINT: PREP SURFACES, GRIND DOWN RUST, AND PAINT ALL EXISTING STEEL COLUMN COVERS, RAILINGS, T-CHANNELS, SILLS, AND EXISTING STEEL FASCIAS. SEE EXTERIOR ELEVATIONS, DETAILS, AND SPECIFICATIONS FOR MORE INFORMATION. (PROTECT ALL ADJACENT SURFACES)

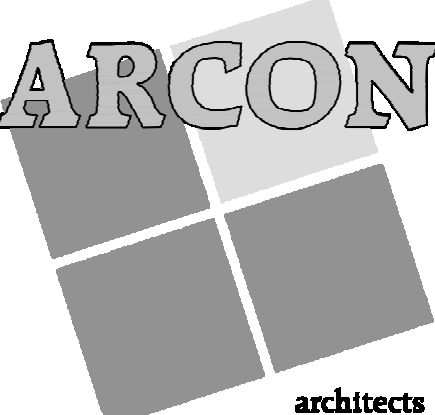
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COLOR: MILL WHITE (CONFIRM W/ OWNER & ARCHITECT)

TOP COAT: "HI-SOLIDS POLYURETHANE 250"
COLOR: EXTRA WHITE - SEMI-GLOSS (CONFIRM W/ OWNER & ARCHITECT)



1 SITE PLAN - BUILDING A
1/16" = 1'-0"

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Sheet Number:	

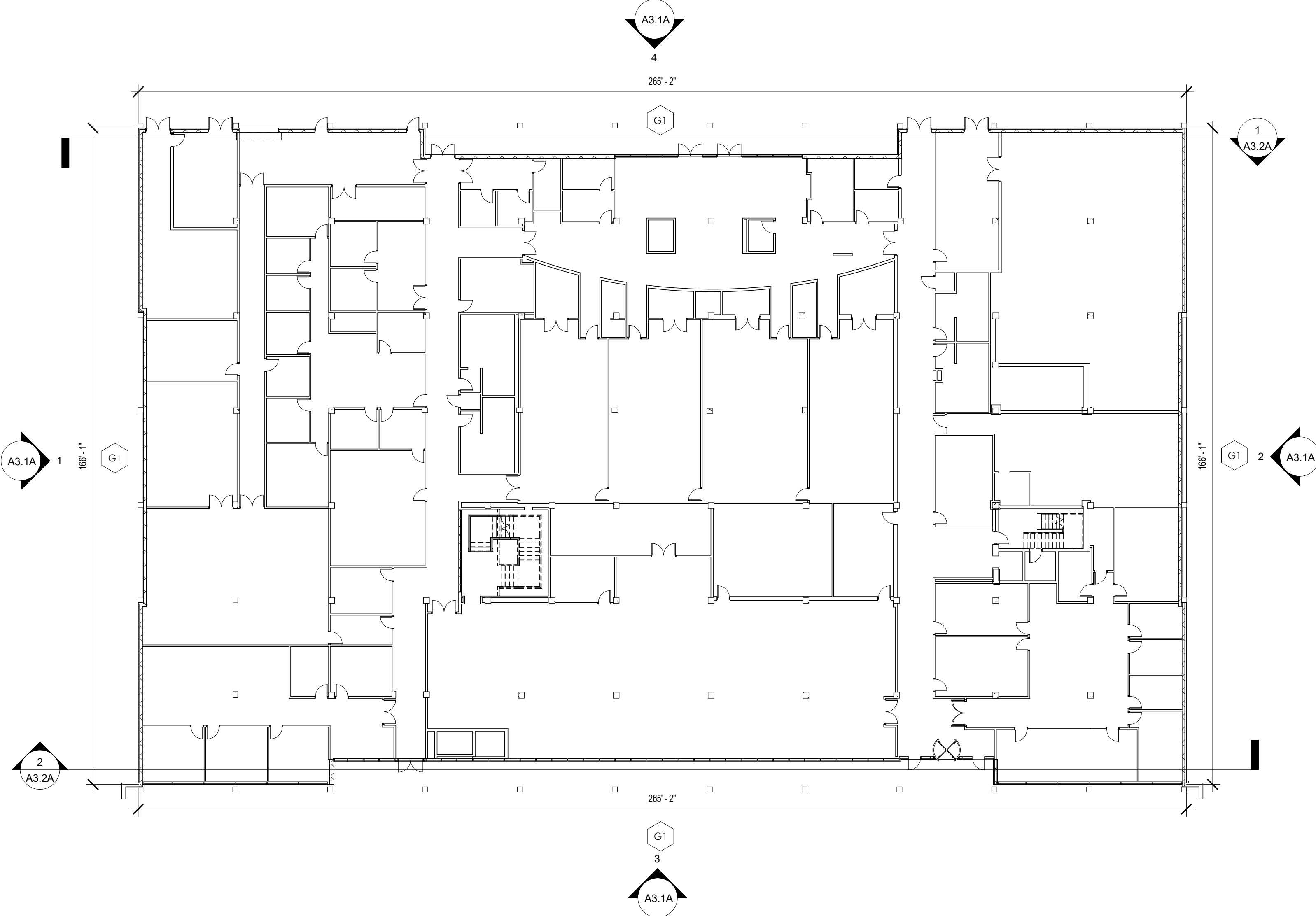
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◇ **SCOPE OF WORK - NEW WORK**

G1 **NEW EXTERIOR PAINT:** PREP SURFACES, **GRIND DOWN RUST,** AND PAINT ALL EXISTING STEEL COLUMN COVERS, RAILINGS, T-CHANNELS, SILLS, AND EXISTING STEEL FASCIAS. SEE EXTERIOR ELEVATIONS, DETAILS, AND SPECIFICATIONS FOR MORE INFORMATION. (PROTECT ALL ADJACENT SURFACES)

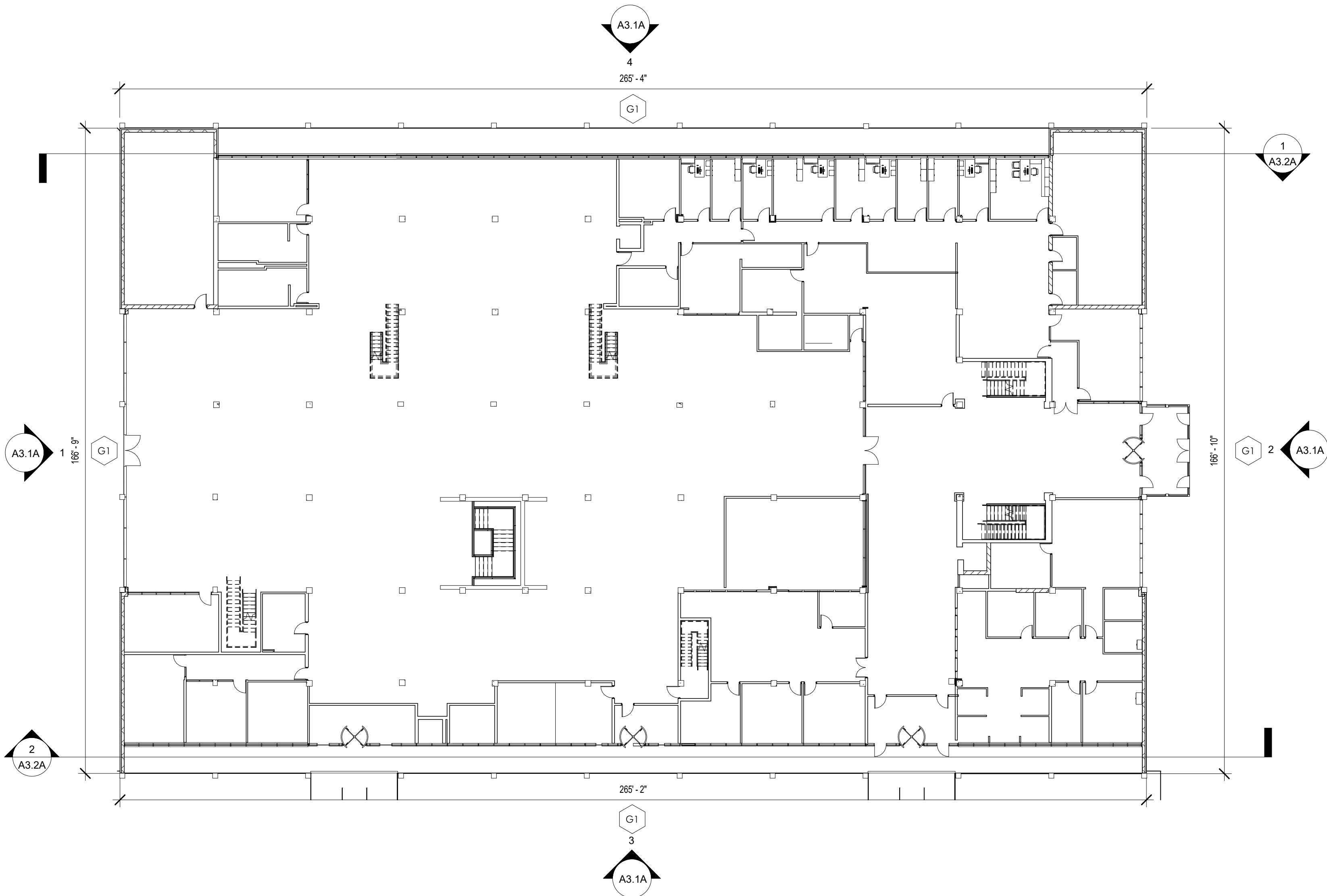
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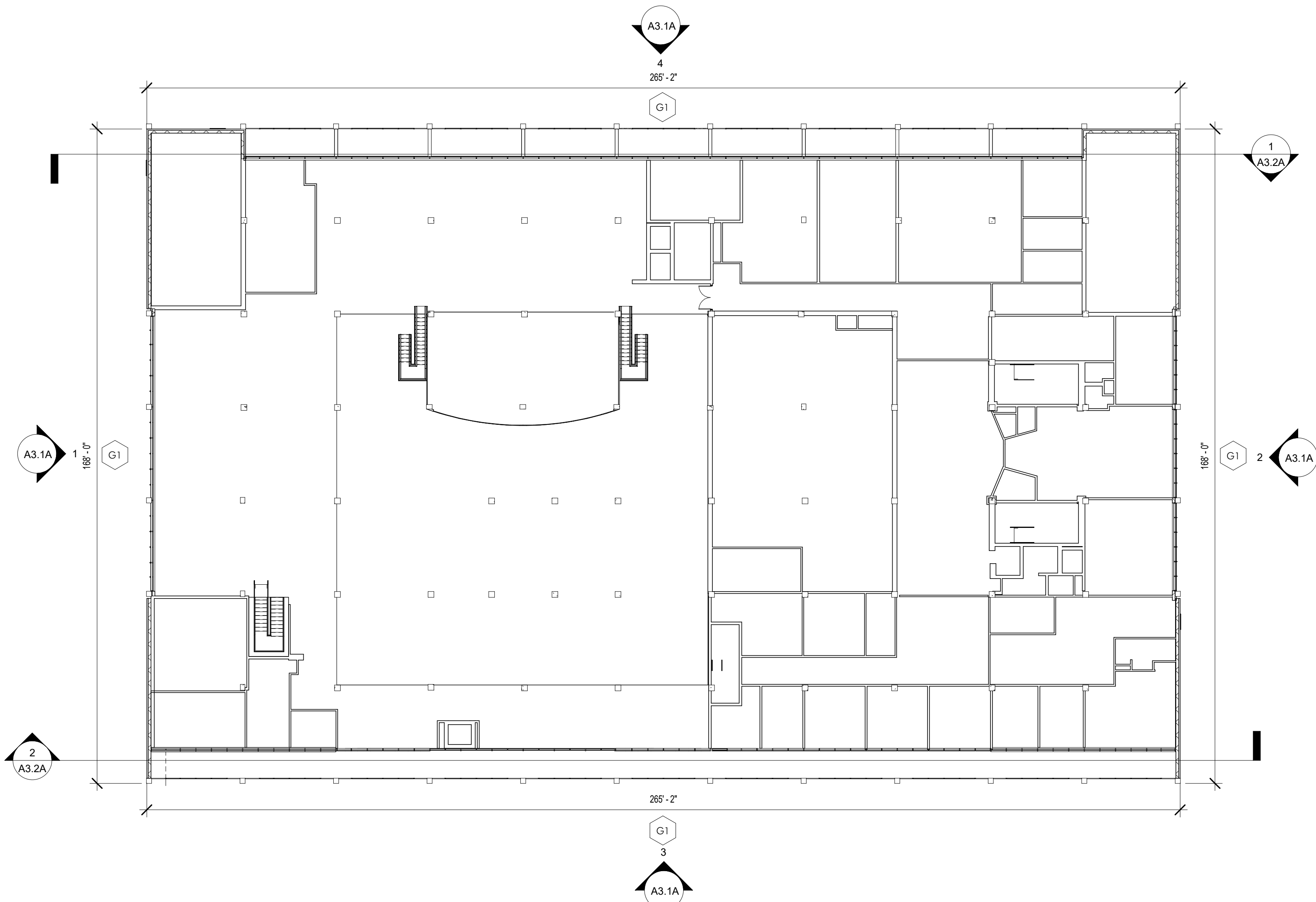
**LOWER FLOOR REFERENCE PLAN -
BUILDING A**

1 1" = 20'-0"



**FIRST FLOOR REFERENCE PLAN -
BUILDING A**

2 1" = 20'-0"

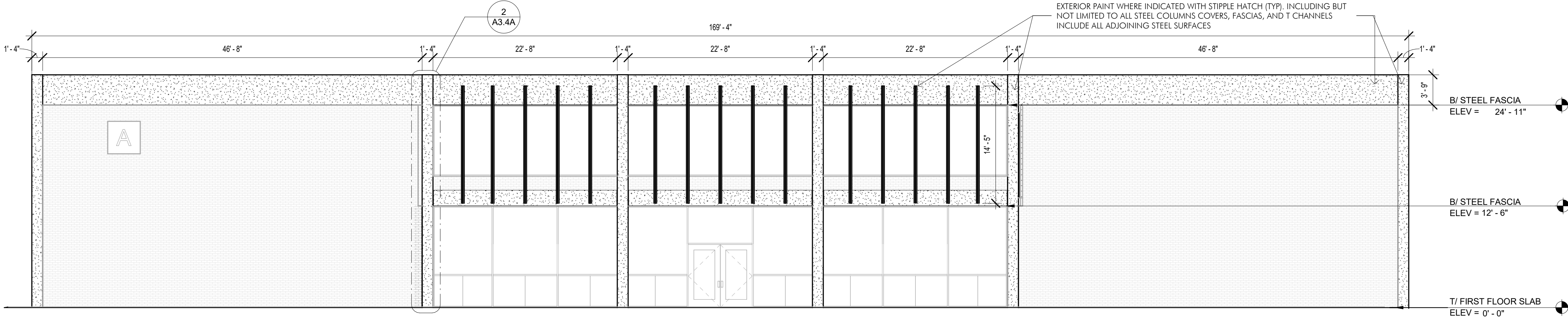


**SECOND FLOOR REFERENCE PLAN -
BUILDING A**

3 1" = 20'-0"

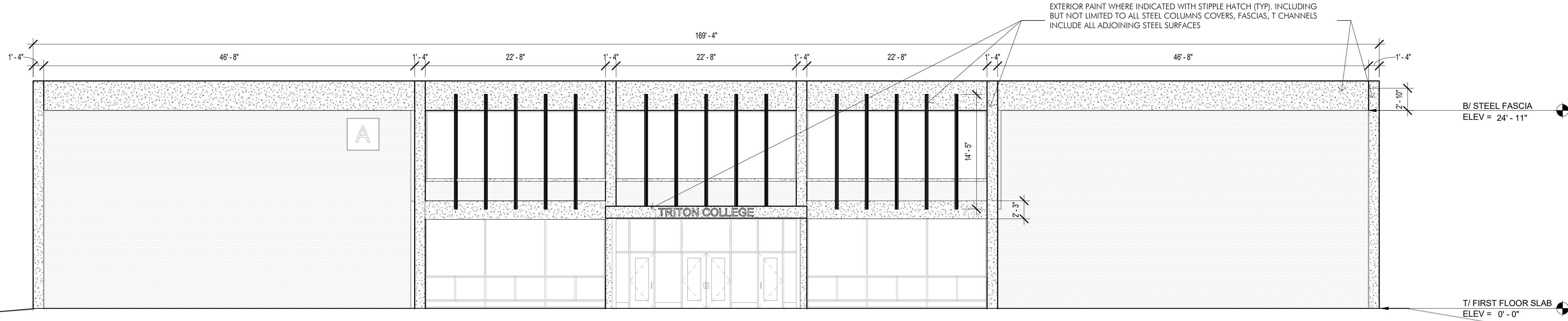
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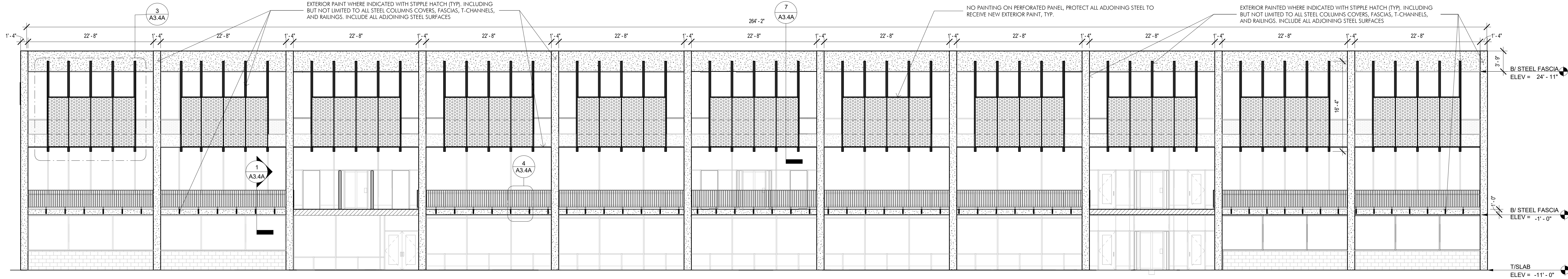
1 BUILDING A - NORTH ELEVATION

1/8" = 1'-0"



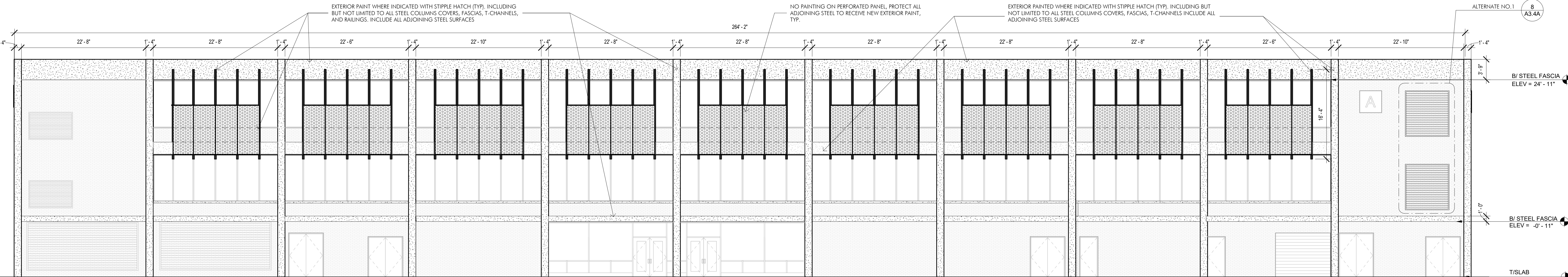
2 BUILDING A - SOUTH ELEVATION

1/8" = 1'-0"



3 BUILDING A - WEST ELEVATION

1/8" = 1'-0"



4 BUILDING A - EAST ELEVATION

1/8" = 1'-0"

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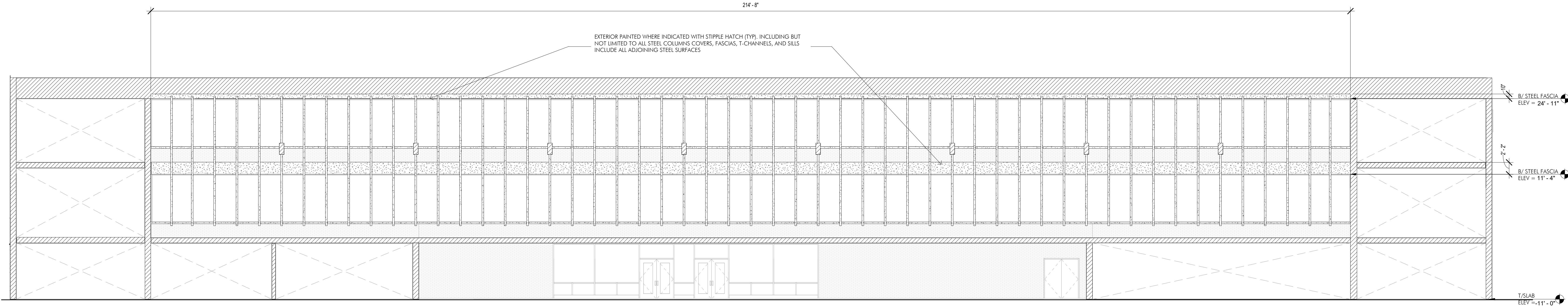
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SECTIONS

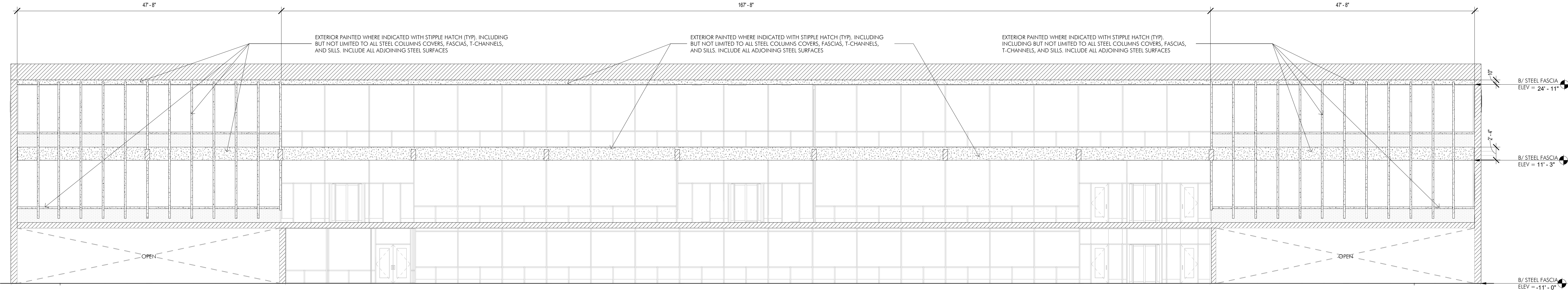
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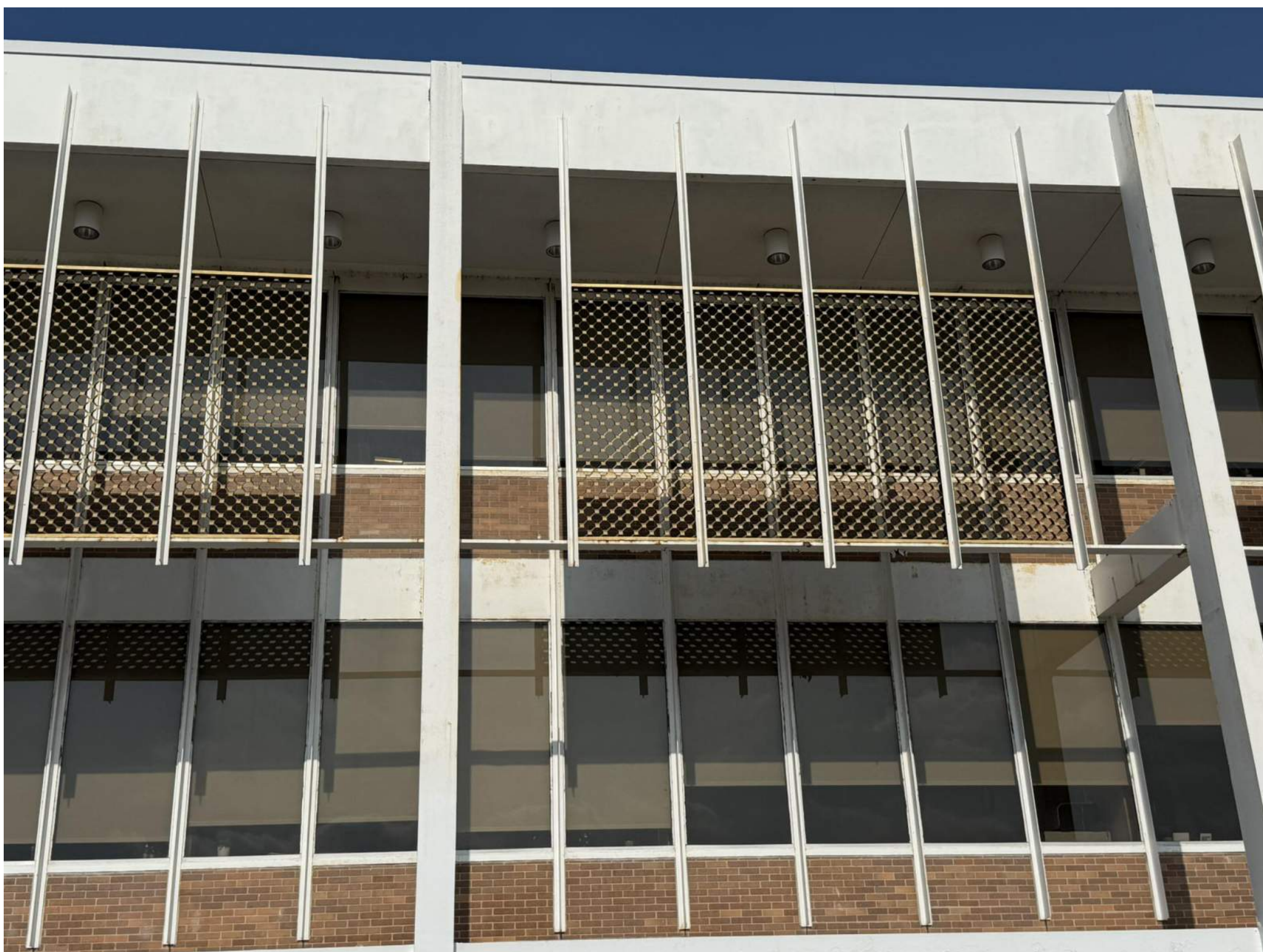
1 EAST SECTION - BUILDING A
1/8" = 1'-0"



2 WEST SECTION - BUILDING A
1/8" = 1'-0"

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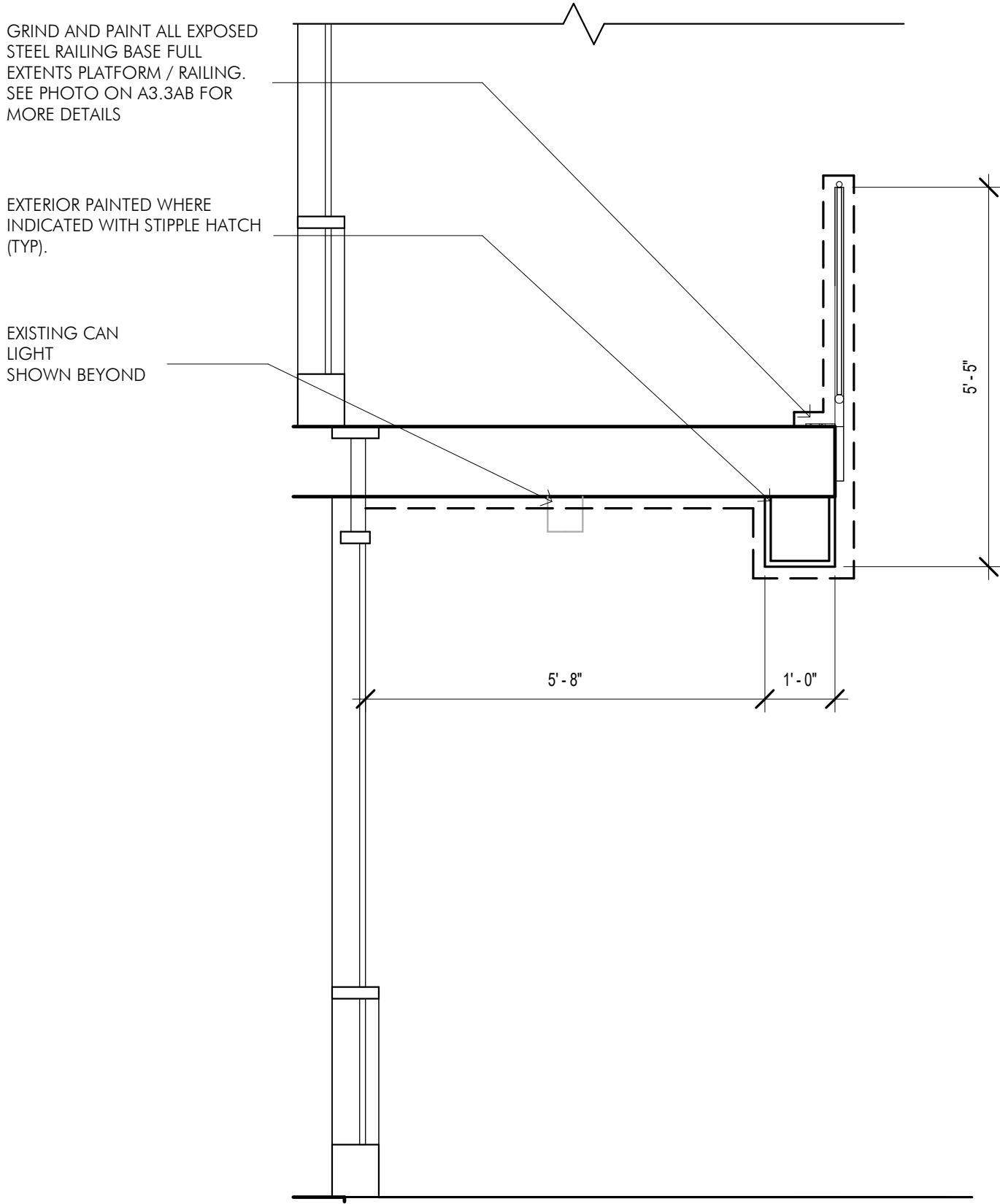
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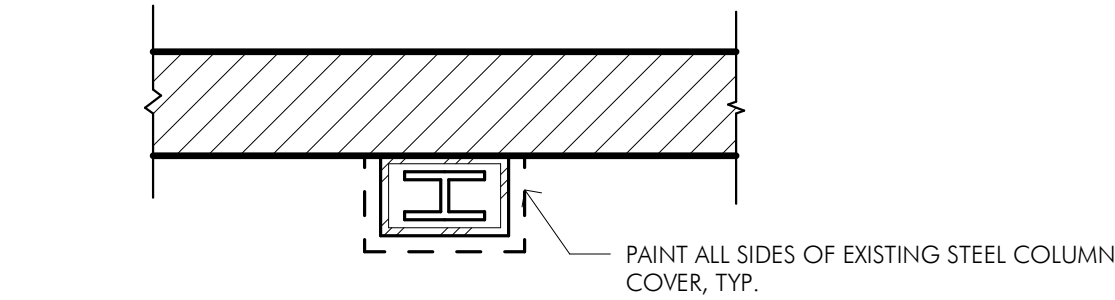
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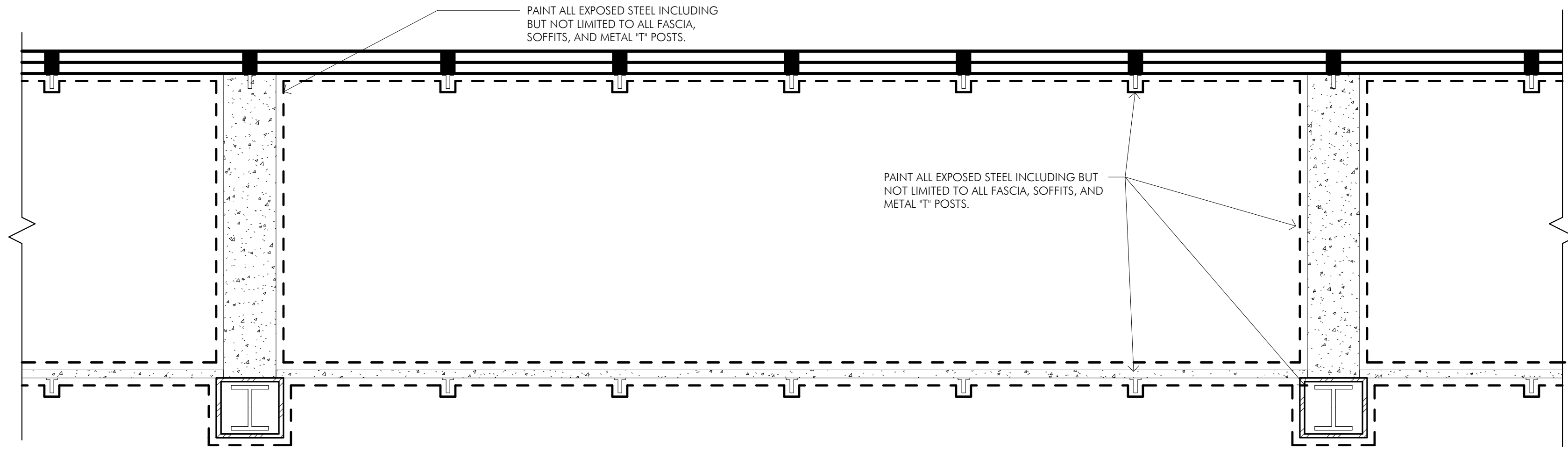
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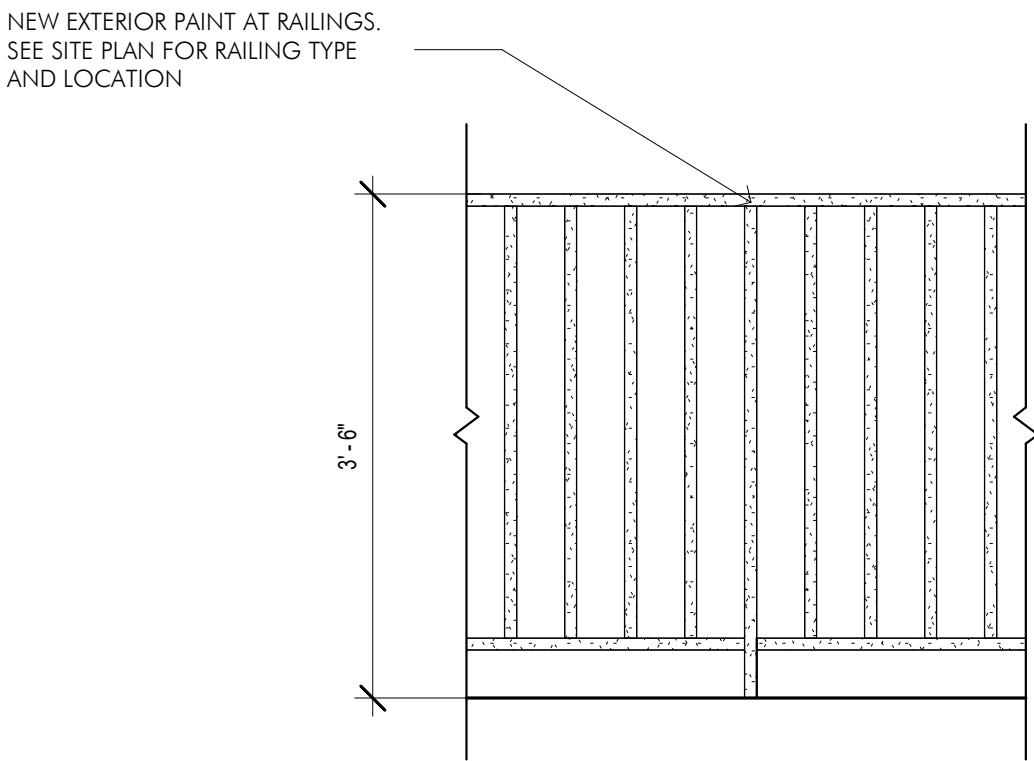
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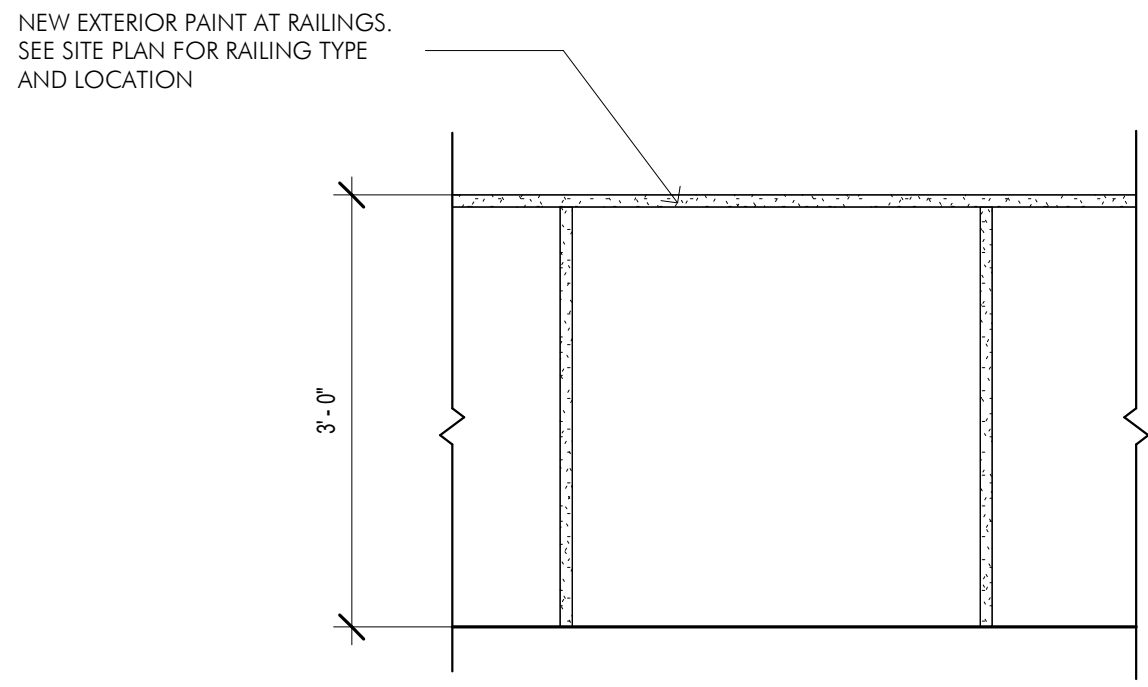
2 COLUMN COVER DETAIL
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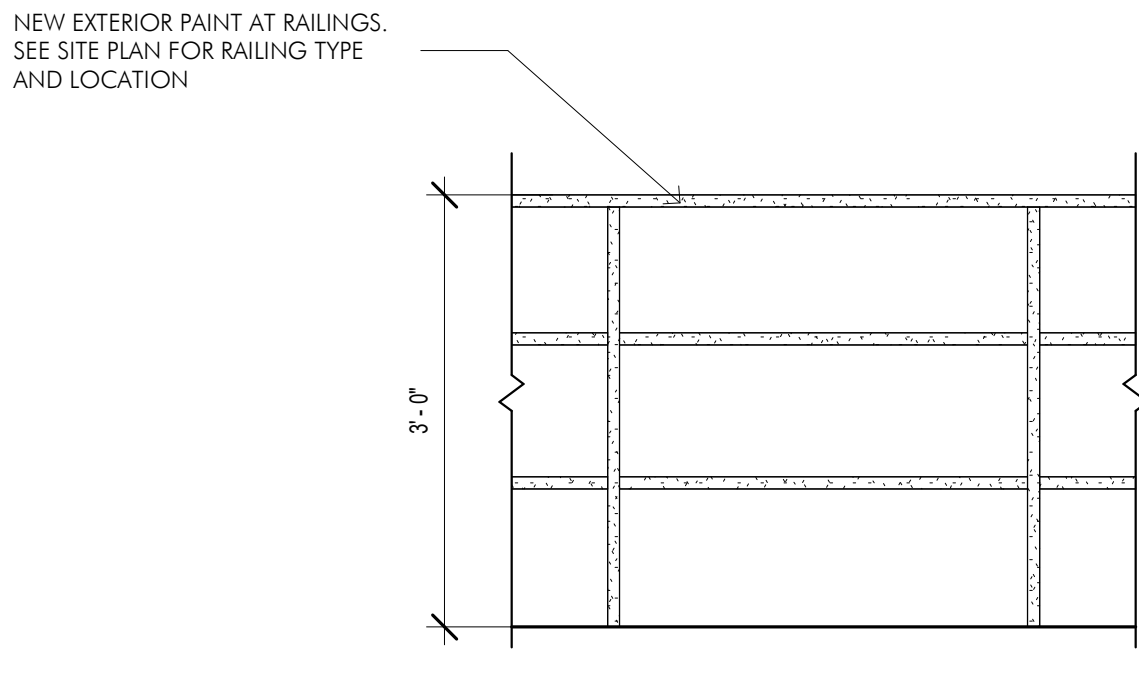
3 PLAN DETAIL
1/2" = 1'-0"



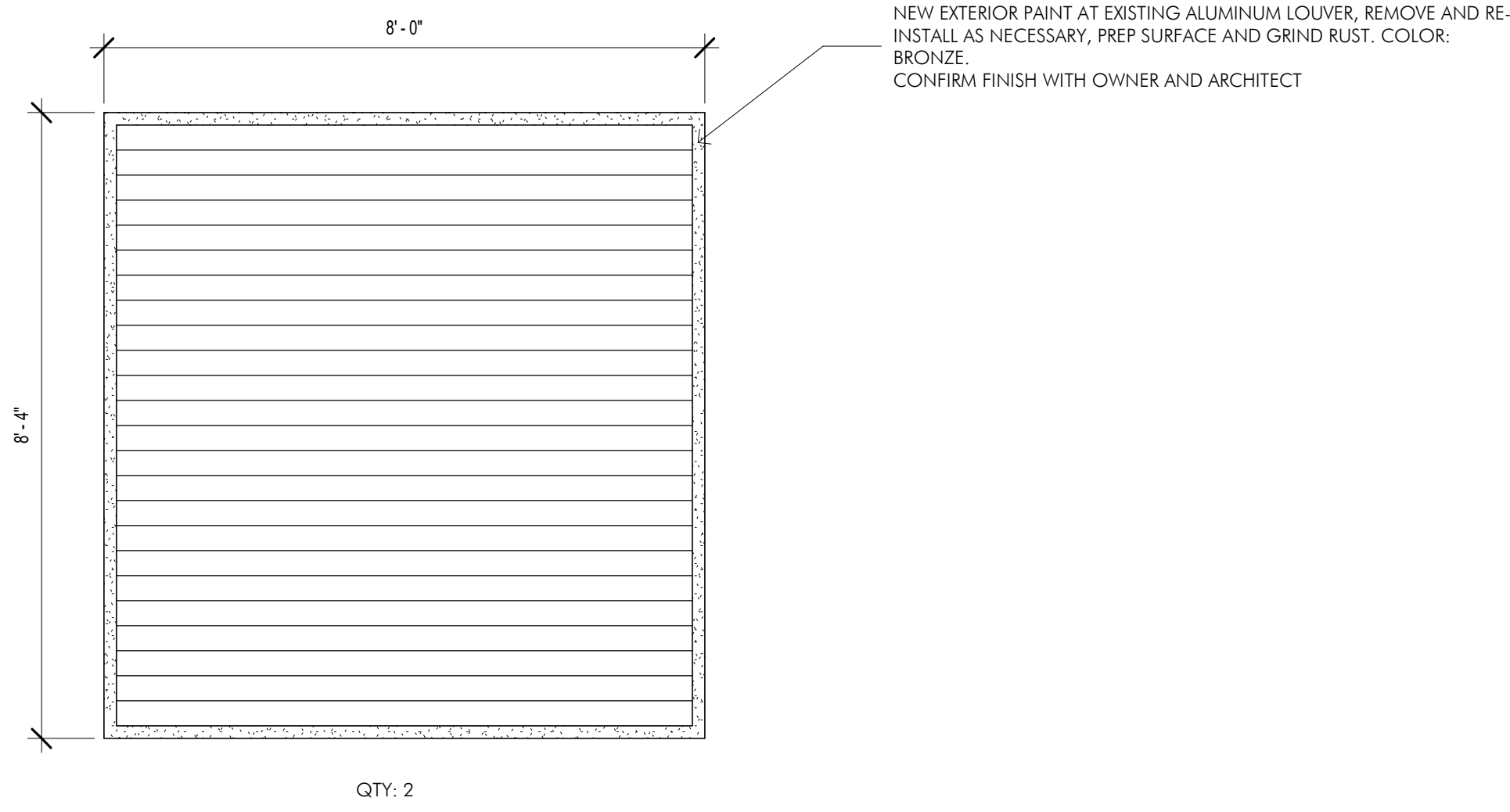
4 RAILING ELEVATION TYPE 1
3/4" = 1'-0"



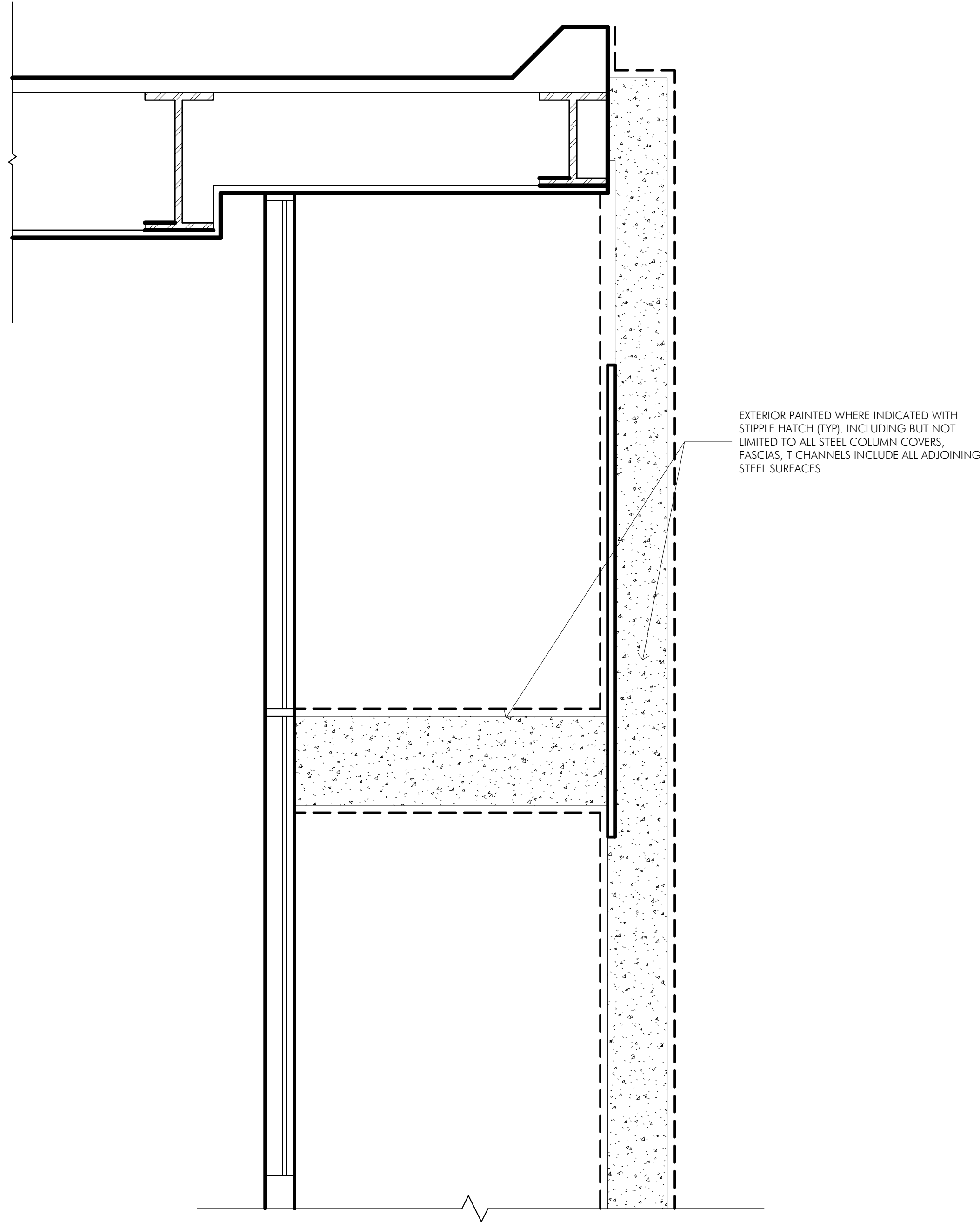
5 RAILING ELEVATION TYPE 2
3/4" = 1'-0"



6 RAILING ELEVATION TYPE 3
3/4" = 1'-0"



8 LOUVER ELEVATION DETAIL - ALT #1
1/2" = 1'-0"



7 SECTION DETAIL
1/2" = 1'-0"

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