

Project Manual RCW FRONT END DOCUMENTS

Bid Packet #4 (BP4): Shelving

Issued for Bid: March 5, 2024
City of Aurora Project #24-041

CITY OF AURORA PUBLIC WORKS FACILITY

Owner: City of Aurora
Construction Manager: R.C. Wegman Construction Company
Architect: Kluber Architects



R.C. Wegman Construction Company
Construction Manager
Aurora Public Works Facility

**PROJECT MANUAL VOLUME 1
RCW FRONT END – TABLE OF CONTENTS**

00 02 00 – Advertisement for Bids
00 10 00 – Instructions to Bidders
00 10 00A – City of Aurora Instructions to Bidders
00 21 00 – Description of the Work / Special Provisions

00 22 00 – RCW Work Scopes
00 22 00-BP4-10 – Shelving

00 23 00 – Schedule and Phasing
00 23 00A – Preliminary Construction Schedule
00 24 00 – Special Schedule Consideration

FILL OUT AND RETURN WITH BID

10% Bid Bond
00 40 00 – Bid Proposal Form
00 40 50 – Bidder's Certification
00 44 00 – Bidder's Tax Certification
Apprenticeship or Training Program Certification

00 44 02 – Kane County Prevailing Wages
00 50 00 – Contract Forms
00 50 00A – ConsensusDOCS 750
00 61 00 – Contractor License and Bond Requirements
00 61 00A – City of Aurora Contractor Registration Application
00 62 00 – Insurance
00 62 00A – Exhibit G Sample Certificate
00 87 00 – Labor Relations
00 88 00 – Regulatory Requirements
00 89 00 – Permits
01 21 00 – Allowances
01 22 00 – Unit Prices
01 23 00 – Alternates
01 26 00 – Contract Modification Procedures
01 29 00 – Payment Procedures
01 78 30 – Warranties

R.C. Wegman Construction Company
Construction Manager
Aurora Public Works Facility

00 02 00 – ADVERTISEMENT FOR BIDS

R.C. Wegman Construction Company requests bid proposals on behalf of the City of Aurora for shelving required at a new 200,000+ SF Public Works Facility, located at 2000 Liberty Street, Aurora, IL 60502.

Sealed bids must be delivered to the City of Aurora Clerk's Office: 44 E Downer Place, Aurora, IL 60505, no later than **2:00 PM on Wednesday, March 20, 2024**. At that time, bid proposals will be opened and read aloud. Late bid proposals will not be accepted or opened.

Deliver or Mail Bid Proposals in a sealed, opaque envelope with the Bidder's name on the outside of the envelope and a label as follows:

Sealed Bid Proposal Enclosed For:
24-041 Public Works Facility Shelving
Attention: City Clerk's Office
44 E Downer Place, Aurora, IL 60505

Proposals shall be based on the requirements set forth in the Bidding Documents prepared by the Construction Manager and the Architect/Engineer. Only complete bid packages will be accepted.

You must read work scopes located in Section 00 22 00-XX of the Project Manual.

The Bid Packages are:

BP4-10 - Shelving

BID DOCUMENTS

Bid documents shall be made available no later than Tuesday, March 5th, 2024.

For information on how to obtain bid documents: contact Douglas Bohr, R.C. Wegman Construction Company, doughb@rcwegman.com or (630) 844-3000. Bid Documents are hosted on the City of Aurora website: www.aurora-il.org/bids.aspx.

RFIs

The Bidder shall promptly notify the Construction Manager of all ambiguities, inconsistencies, or errors that they may discover upon examination of the Bidding Documents or upon examination of the Project site and local conditions. Bidders requesting clarification or interpretation of the Bidding Documents shall provide a written request to the Construction Manager no later than **Noon, Friday, March 15th, 2024**.

Please direct all Requests for Information (RFIs) to: Douglas Bohr, R.C. Wegman Construction Company doughb@rcwegman.com and copy purchasingdl@aurora.il.us

BID BOND

All Bidders will be required to furnish bid security in the form of a bid bond, bank cashier's check or cash in the amount of (10%) of the base bid amount, and it shall be submitted with the Bid Proposal

R.C. Wegman Construction Company
Construction Manager
Aurora Public Works Facility

documents. Bid Bonds shall be made payable to City of Aurora. **Performance and Payment Bond will be furnished by RCW, and will NOT be required by the Subcontractors.**

REJECTION OF BIDS

The City of Aurora reserves (i) the right to reject any or all bids, (ii) the right to waive irregularities or informalities in bidding procedure, and (iii) the right to award any portion or award on basis of total bid. Any such decision shall be considered final.

All Bidders must comply with applicable Illinois Law regarding the payment of prevailing wages by all labors, workmen and mechanics working on public funded projects. If during the time period of work, these rates change, the Bidding Contractor shall be responsible for any associated additional costs without any change to the proposed contract amount.

The proposed contract is subject to the requirements of the Equal Employment Practices Commission and the Illinois Human Rights Act (HRA) Illinois Revised Statute, CH. 69, Par. 10102, etc.

Minority Business Enterprise Participation: Minority business firms are encouraged to submit bids for this project. The successful contract bidder(s) are encouraged to utilize minority businesses as subcontractors for supplies, equipment, services and construction.

END OF 00 02 00 – ADVERTISEMENT FOR BIDS

00 10 00 – INSTRUCTIONS TO BIDDERS

PART 1 – DEFINITIONS

- 1.01 **Bold** terms used in this Project Manual shall have the meanings set forth below. If a **Bold** term is used herein but not defined in this Section, 00100, Part 1, it shall have the meaning set forth in other applicable Contract Documents (such as the Agreement or Conditions of the Contract).
- 1.02 **“Addenda”** means the written and graphic instruments issued by the Construction Manager and the Architect/Engineer prior to the execution of the Agreement that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.03 **“Agreement”** means the document defined as such in Section 00500, including all other documents incorporated by reference in the Agreement.
- 1.04 **“An Alternate Bid”** (or **“Alternate”**) is an amount stated in the Bid Proposal to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.05 **“Architect”** means the person or entity listed in Project Manual, section 00030 as such, and may include professional engineers if so designated.
- 1.06 **“Base Bid”** is the sum stated in the Bid Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added to or deducted from for sums stated in Alternate Bids.
- 1.07 A **“Bidder”** is a person or legal entity that submits a Bid Proposal in conformance with the Bidding Documents. After award of the Agreement, the Bidder will be referred to as Subcontractor
- 1.08 **“Bid Categories”** are units of Work performed by a Contractor and its Subcontractors which form part of the total Project. The term **“Bid Category”** should not be confused with the term **“Technical Section”**. Technical Sections of the Specification (Division 2 and so forth) establish quality and performance criteria, and the Bid Categories designate work scope and assignment.
- 1.09 A **“Bid Category Description”** is a written description of the scope of Work to be performed by a Bidder for a Bid Category. A description of the Work is provided in the Scope of Work for each Bid Category.
- 1.10 **“Bidding Documents”** means the Bidding Requirements, the Contract Documents, and the Resource Drawings collectively.
- 1.11 A **“Bid Package”** means a series of Bid Categories that are released for bidding in the same set of Bidding Documents.
- 1.12 **“Bidding Requirements”** include the Advertisement to Bid, Instructions to Bidders, Information Available to Bidders, and Bid forms and supplements.
- 1.13 **“Bid Proposal”** is a complete and properly signed proposal to do the Work of an individual Bid Category or Bid Categories for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 The **“Contract Documents”** consist of all Contracting Requirements set forth in Division 0 of this Project Manual, including, but not limited to, the Contract Forms (the Agreement, Bonds, and Certificates), the Conditions of the Contract (General, Supplementary or Special), the Division 1--General Requirements of this Project Manual, the Specifications set forth in Division 3 through 33 of this Project Manual, the Drawings, and all other documents incorporated into the Agreement by reference, all Addenda issued prior to and all modifications issued after execution of the Agreement.

- 1.15 **“Day”** means calendar day, unless otherwise defined in the particular Contract Document.
- 1.16 **“Hazardous Materials”** means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.
- 1.17 **“Lowest Responsive, Responsible Bidder”** means a Bidder who presents a Bid Proposal that conforms in all material aspects to the terms, conditions, specifications and requirements of the solicitations and who has demonstrated the ability to properly perform the Work.
- 1.18 **“Project Safety Program”** means the Subcontractor’s own site safety program that will govern project safety for such Subcontractor’s work, and that must be submitted to the Construction Manager by each successful Bidder before commencing Work. The Project Safety Program will be no less stringent than Section 00810 - On Site Safety and Loss Control Program included in the Bidding Documents. Each Subcontractor shall be fully responsible for the safety of its Work and the Work of its Subordinate Parties.
- 1.19 **“Resource Drawings”** and **“For Reference Only Drawings”** are drawings that do not form a part of the Contract Documents and are included in the Bidding Documents as a courtesy only. The Bidder is not entitled to rely upon the accuracy of the Resource Drawings and they are not warranted to be correct or reliable by the Owner or the Construction Manager. The Bidder is expected to have conducted its own investigation into the reliability or accuracy of any Resource Drawings, and no adjustment to the Base Bid shall be made if such request arises or results from the Bidder’s failure to conduct such investigation.
- 1.20 **“Subordinate Parties”** means all of Subcontractor’s employees, workers, laborers, agents, consultants, suppliers or subcontractors, at any tier, who perform, assist with, or otherwise are involved in any of the Work.
- 1.21 A **“Unit Price”** is an amount stated in the Bid Proposal as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

PART 2 - BIDDERS REPRESENTATIONS

2.01 QUALIFICATION OF BIDDER

- A. The Owner and the Construction Manager reserve the right to request qualification forms or additional information from any Bidder before awarding a Contract Agreement. The Owner may, at their sole discretion, accept or reject any bids. The right to waive any informalities or irregularities in qualification materials is reserved by the Owner.

2.02 BIDDER BY MAKING ITS BID REPRESENTS THAT:

- A. Bidder has carefully read, reviewed and understands the Bidding Documents and its Bid Proposal is made in accordance therewith.
- B. Bidder’s Bid Proposal is based upon the materials, systems and equipment required by the Bidding Documents without exception.

- C. Bidder certifies that it has examined the Project site, has carefully reviewed the Bidding and Contract Documents, has compared its examination of the Project site with the Bidding and Contract Documents, including the Drawings and Specifications, and is satisfied as to the condition of the Project site, any surface or subsurface obstruction, the actual levels, and all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, and is familiar with weather conditions of the Project area, and has taken account of all of these factors in preparing and presenting its Bid Proposal. Bidder further certifies that it has fully acquainted itself with the character and extent of the Owner's, the Construction Manager's and other contractor's operations in the area of the Work, and it has taken account of coordination of operations of others in its construction plans set forth in the Bid Proposal. No change orders will be issued to the Subcontractor for or on account of costs or expenses occasioned by its failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the Subcontractor, or on account of interferences by the Owner's, the Construction Manager's, or other contractor's activities.
- D. The Bidder, by submitting its Bid Proposal, represents that it has carefully reviewed the project schedule, along with the related requirements of Section 00 23 00 - Schedule and Phasing, and acknowledges that these are acceptable and have been taken into account in preparing its Bid Proposal.

PART 3 - BIDDING DOCUMENTS

3.01 COPIES

- A. Bidders may obtain Bidding Documents pursuant to the requirements in the Advertisement for Bids.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bid Proposals. The Owner, the Construction Manager and the Architect/Engineer shall not be responsible for errors, omissions or misinterpretations resulting from the Bidder's use of partial sets of Bidding Documents.
- C. Copies of the Bidding Documents are being made available on the above terms for the purposes of obtaining Bid Proposals for the Work only. Bidders shall not use the Bidding Documents for any other purpose. The Owner, the Construction Manager and the Architect/Engineer do not warrant the completeness and/or adequacy of the Bidding Documents and are not to be held liable for such.
- D. Bidders are responsible for reviewing all Bidding Documents for complete work scope review and shall be responsible for printing all Bidding Documents in its entirety for their own use, at their own costs and at their own risks.
 - a. To obtain bid documents: contact Douglas Bohr, R.C. Wegman Construction Company, dougb@rcwegman.com or (630) 844-3000. Bid Documents are hosted on the City of Aurora website: www.aurora-il.org/bids.aspx

3.02 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

The Bidder shall promptly notify the Construction Manager of all ambiguities, inconsistencies, or errors that they may discover upon examination of the Bidding Documents or upon examination of the Project site and local conditions. Bidders requesting clarification or interpretation of the Bidding Documents shall provide a written request to the Construction Manager no later than Noon, Friday, March 15th, 2024.

Direct all questions to:

Douglas Bohr
R.C. Wegman Construction Company
750 Morton Avenue
Aurora, IL 60506

E-mail: dougb@rcwegman.com and copy purchasingdl@aurora.il.us

- A. Any interpretation, correction, or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. Addenda will be e-mailed, faxed or delivered to all who are known to have received Bidding Documents.

3.03 SUBSTITUTIONS

- A. See Section "Product Substitutions" in the Project Manual for substitution submittal requirements. Submit all substitution request forms to the Construction Manager who will transmit them to the Architect/Engineer.

3.04 ADDENDA

- A. Addenda will be mailed, faxed or delivered to all who are known by the Construction Manager to have a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- B. Each Bidder shall ascertain prior to submitting its Bid Proposal that it has received all Addenda issued, and it shall acknowledge its receipt in the proper location on the Bid Proposal.

3.05 ALTERNATES

- A. Each Bidder must bid on all Alternates listed in the Bid Proposal that are applicable to its Bid Category. Alternates will be fully considered for award of a Contract Agreement.
- B. Successful Bidders shall perform all Work required for complete execution of accepted Alternates, and the Bid Proposal shall include all overhead and profit for the Work required.

3.06 VOLUNTARY ALTERNATES

1. All Bid Proposals must be based upon the Contract Documents. **In addition to a Base Bid Proposal, the submission of Voluntary Alternates is acceptable and highly encouraged.**
 - i. If you have a Voluntary Alternate idea, check the box on the Bid Form indicating that you have a Voluntary Alternate(s).
 - ii. Then, attach the Voluntary Alternate Description, Deduct \$ amount, plus all other information and product data necessary to fully evaluate the Voluntary Alternate. Simply write the Voluntary Alternate on your company letterhead and attach it to the end of the Bid Form.
 - iii. The Owner reserves the right to unilaterally accept or reject Voluntary Alternates and to determine if the Voluntary Alternates will be considered in the awarding of the Agreement.
 - iv. **Noting that Voluntary Alternates may be considered in awarding of the Agreement, your participation in submitting Voluntary Alternates is not only highly encouraged, but also considered exclusive to your Base Bid Proposal, and will not be used as submitted for any other Base Bid Proposal evaluation.**

3.07 UNIT PRICES

- A. Each Bidder must bid on all unit prices listed in the Bid Proposal that are applicable to its Bid Category. Unit Prices will be fully considered in awarding the Agreement.
- B. Successful Bidders shall perform all Work required for complete execution of accepted Unit Prices, and such Unit Prices shall include all overhead and profit for the Work required.
- C. Successful Bidders shall provide any additional information, as necessary, to the Construction Manager and/or Architect/Engineer including, but not limited to, breakout unit costs for Base Bid line items (i.e. Special Provisions and/or IDOT Code line items, etc.).

3.08 SALES TAX

- A. This Project **IS NOT** subject to State Sales Tax and/or Use Tax. However, any other applicable taxes (if required) shall be included in the Bid Proposal pricing.

3.09 NO DISCRIMINATION

- A. All Bidders shall ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, marital status, sexual orientation, or disability and in conformance with local, state and federal laws, regulations and ordinances.
- B. MINORITY PARTICIPATION: The Owner, the Architect/Engineer and the Construction Manager, encourages MBE, WBE and DBE Contractors to participate in providing bids for this project.

3.10 MILESTONE DATES

A. The following dates have been provided as a guideline only:

- 1) Out To Bid: Tuesday, March 5th, 2024**
- 2) RFI Cutoff: Noon on Friday, March 15th, 2024**
- 3) Bid Opening: 2:00 PM on Wednesday, March 20th, 2024**
- 4) Scope Review and Vetting of Contractor: March 21st, 2024**
- 5) Project Approval for BP4 Shelving: April 2024**
- 6) Project Complete: Late 2024**

B. Bidder shall acquaint itself with the nature and content of the other Bid Packages of this Project. Bidder shall be familiar with the phase(s) of construction and the extent of how this and the other Bid Packages affect its Work. It is Imperative to review all Bid Packages Scopes of work to further assist determining the scope of your work. Any irregularities should immediately be brought to the Construction Managers attention.

3.11 OTHER BID CONSIDERATIONS

A. **PREVAILING WAGES** –The successful Bidder and its Subordinate Parties shall comply with the Prevailing Wage requirements described in Section 00 87 00 – Labor Relations in the Project Manual and be in good standing with the Unions.

PART 4 - BIDDING PROCEDURE

4.01 FORM AND STYLE OF BIDS

A. Bid Proposals shall be submitted on the Bid Proposal Form included in Section 00 40 00 with the Bidding Documents. **Only the original is needed. No duplicates are required.**

B. **All Bidders are required to sign and fully execute:**

- 1) Bid Bond**
- 2) 00 40 00 - Bid Proposal Form**
- 3) 00 40 50 - Bidder's Certification**
- 4) 00 44 00 - Bidder's Tax Certification**
- 5) Apprenticeship or Training Program Certification**

Failure to provide fully executed copies of these forms could result in your proposal being found as Non-Responsive.

C. All blanks on the Bid Proposal Form shall be filled in by typewriter or manually in ink.

D. Where so indicated by the makeup of the Bid Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

- E. All interlinear marks, alterations or erasures shall be initialed by the signer of the Bid Proposal.
- F. All requested Alternates and/or Unit Prices shall be bid. A dollar amount of each Alternate and/or Unit Price in both words and numerals, even if the amount is \$0.00, shall be included. Terminology such as "No Bid", "Not Applicable", "No Change" or "Does Not Apply" shall not be used. If the Alternate and/or Unit Price will not apply to the Bidder, an amount of \$0.00 shall be included.
- G. Bid Proposal shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Bid Proposal shall be signed by the person or persons legally authorized to bind the Bidder to a contract of the size and scope of the Agreement. A Bid Proposal by a corporation or LLC shall further indicate the state of incorporation or registration. A Bid Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
- H. The Work of an individual Bid Category described in these documents is the sole responsibility of the successful Bidder for that Bid Category. Bids will only be accepted on the full scope of Work outlined by this Bid Package/Bid Category. The Work of each Bid Category is described in Section 00 22 00-XX – Work Scopes. Work Scopes are provided as a general guideline to assist bidders in defining their work. These scopes of work in no way are intended to be a full or complete description of the work to be performed under any said Bid Package.
- I. Each Bid Proposal received shall be in strict conformity with the requirements of the Bidding Documents, including, but not limited to, the Description of the Work/Special Provisions, Work Scopes and Scheduling information.

4.02 BID SECURITY

- A. **A certified check or bank bond on a solvent bank, payable without condition to City of Aurora in an amount not less than (10%) of the bid shall be submitted with each bid proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.**

Please Note: Performance and Payments Bonds are not required to be purchased by subcontractors. The project will be bonded by R.C. Wegman Construction Company.

Bid bonds shall be duly executed by the Bidder, as principal and by a surety that is properly licensed and authorized to do business in the state in which the Work is to be performed. All sureties providing bonds for this Project must be listed in the latest version of the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. best rating of A- or better.

- B. Bid bond shall pledge that the Bidder, with the understanding that if it's Bid Proposal is accepted, will enter into a Contract Agreement with the Construction Manager for any of the Bid Categories accepted from its Bid Proposal and will be responsible for the faithful performance of

the Agreement and the payment of all obligations arising there under. The attorney-in-fact, who signs the surety bond must submit along with the bond, a certified and effectively dated copy of his/her power of attorney.

- C. Bid Bond Form AIA Document A310, is approved for use on this Project.
- D. The bid security obligee shall be City of Aurora and the amount of the bid security shall become its property in the event that the Bidder fails, within fifteen (15) days of notice of award or receipt of the Agreement form, to execute the Agreement. In such case, the bid security shall be forfeited to the Construction Manager as liquidated damages, not as a penalty.
- E. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Agreement has been executed or (b) the specified time has elapsed so that Bid Proposals may be withdrawn, or (c) all Bid Proposals have been rejected.
- F. Bid security will be returned to the successful Bidders after the Agreement has been executed. The bid security of Bidders that are not under consideration for award of the Agreement will be returned to those Bidders.

4.03 SUBMISSION OF BIDS

- A. bid proposal forms shall be enclosed in a sealed opaque envelope. The envelope shall contain a label with the following information:

Sealed Bid Proposal Enclosed For:
24-041 Public Works Facility Shelving
Attention: City Clerk's Office
44 E Downer Place, Aurora, IL 60505

- B. Bid Proposals shall be deposited at the designated location prior to the time and date for receipt of Bid Proposals indicated in the Advertisement to Bid, or any extension thereof made by Addendum. Bid Proposals received after the date and time for receipt of bids may be returned unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bid Proposals.
- D. Oral, telephonic, facsimile or telegraphic Bid Proposals or bid securities are invalid and will not receive consideration.
- E. Bid Proposals will only be accepted for individual Bid Categories. Bidders are required to bid an entire Bid Category. Bidders may bid more than one Bid Category.

4.04 MODIFICATION OR WITHDRAWAL OF BID PROPOSAL

- A. A Bid Proposal may not be modified, withdrawn or canceled by the Bidder after the stipulated time period and date designated for the receipt of Bid Proposals, and each Bidder so agrees in submitting its Bid.
- B. Prior to the time and date designated for receipt of Bid Proposals, any Bid Proposal submitted may be modified or withdrawn by notice to the party receiving Bid Proposals at the place designated for their receipt. Such notice shall be in writing over the signature of the Bidder.
- C. Withdrawn Bid Proposals may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid security under B. or C. above shall be in an amount for the Base Bid as modified or resubmitted.

PART 5 - CONSIDERATION OF BIDS

5.01 OPENING OF BIDS

- A. Bid Proposals received on time will be opened publicly.
- B. Bid Proposals shall be held open and irrevocable for **Ninety (90) Days** after the date for receipt of bids.

5.02 REJECTION OF BIDS

- A. The Owner will have the right to reject any or all Bid Proposals and to reject a Bid Proposal not accompanied by the required bid security or by other information required by the Bidding Documents, or to reject a Bid Proposal which is in any way incomplete or irregular.
- B. Bid Proposals are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
 - 1. If Bid Proposal Form furnished is not used or is altered.
 - 2. If there are unauthorized additions, qualified or conditional Bid Proposals, or irregularities of any kind which may make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning.
 - 3. If Bidder adds any provisions reserving right to accept or reject any award, or enter into the Agreement pursuant to an award.
 - 4. If Unit or Lump Sum prices or Alternates contained in the Bid Proposal are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
 - 5. If Bidder fails to complete the Bid Proposal Form where information is requested so the Bid Proposal form cannot be properly evaluated.
 - 6. Bidder is deemed to not be the lowest Responsive, Responsible Bidder by definition and prevailing statutes.

5.03 ACCEPTANCE OF BID (AWARD)

- A. It is the intent of the Owner and the Construction Manager to award the Agreement to the Lowest Responsive and Responsible Bidder provided the Bid Proposal has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive any informality or irregularity in any Bid Proposal received and to accept Bid Proposals which, in its judgment, are in its own best interest. The Owner reserves the right to reject any Bid Proposal in its sole discretion except where otherwise provided by law.
- B. The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid, Voluntary Alternates, and Alternates accepted.
- C. The Owner shall have the right to accept combination bids from a Bidder for more than one Bid Category.
- D. To the extent that these Instructions to Bidders and applicable public bidding laws, rules, regulations or ordinances conflict with each other, the provisions of the applicable bidding laws, rules, regulations or ordinances shall govern.

PART 6 - POST BID INFORMATION

6.01 POST BID INFORMATION

- A. After the Bids are received, tabulated, and evaluated, the apparent low Bidders when so requested shall meet with the Construction Manager at a post-bid meeting for the purposes of determining completeness of scope and any contract overlaps or omissions. If requested, the Bidder shall submit additional qualification forms or other information as required in the Instructions to Bidders. The Bidder will provide the following information at the post-bid meeting:
 - 1. Designation of the Work to be performed by the Bidder with its own forces including manpower for the Subcontractor and that of its Subordinate Parties.
 - 2. Detailed cost breakdown of the Bidder's Bid Proposal including labor, equipment and material unit prices.
 - 3. A list of names of the Subordinate Parties proposed for the principal portions of the Work.
 - 4. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the Work.
 - 5. The names and backgrounds of the Bidder's key staff members including superintendent and assistants. Bidder shall be requested to establish the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 - 6. Commitment to construction schedules, identification of items requiring long lead deliveries and manpower information in accordance with Section 00 23 00 of the Project Manual.
- B. Prior to award of the Agreement, the Construction Manager will notify the Bidder if either the Owner, the Architect/Engineer, or the Construction Manager, after due investigation, has

reasonable objection to any proposed Subordinate Party. If the Owner, the Architect/Engineer or the Construction Manager has reasonable objection to any proposed Subordinate Party, the Bidder may, at its option: (1) withdraw its Bid Proposal; or (2) submit an acceptable substitute Subordinate Party at a bid amount not to exceed the original bid price. The Construction Manager may, at its discretion, accept the adjusted bid amount or it may disqualify the Bidder. In the event of either withdrawal or disqualification under this Subparagraph, bid security (if required) will not be forfeited, notwithstanding the provision of Part 4, paragraph 4.04.A in the Instructions to Bidders.

- C. Upon the Award of the Agreement, the Subcontractor shall submit to the Construction Manager a complete list of all items, products, and layouts for which shop drawings, brochures, or samples are required; name of each Subordinate Party; and date of planned submission. Refer to Section "Submittals" of the Project Manual for additional information.
- D. The Bidder will be required to establish to the satisfaction of the Construction Manager, the Owner and the Architect/Engineer, the reliability and responsibility of the Subordinate Parties proposed to furnish and perform the Work described in the Bidding Documents.
- E. **Prior to execution of the Agreement, the Bidder shall NOT be required to furnish a separate Performance and Payment Bond. R.C. Wegman Construction Company, acting as Construction Manager, will furnish these Performance and Payment Bonds. However, the Bidder IS responsible to supply a Bid Bond with bid documents at the bid opening. [See Section 4.01, Paragraph B, and Section 4.02, Paragraph A above.]**
- F. Before commencement of any Work, a Certificate of Insurance executed by Bidder's insurance agent or carrier showing evidence of required insurance coverage shall be submitted in accordance with the Insurance Requirements set forth in Section 00 62 00 of the Project Manual.
- G. The Agreement Form to be used for this project is described in Section 00 50 00 of the Project Manual.
- H. Awarded Contractor shall provide any additional information, as necessary, to the Construction Manager including, but not limited to, breakout unit costs for Scope of Work line items included as part of the Base Bid (i.e. Special Provisions and/or IDOT Code line items, etc.).
- I. Awarded Contractor shall provide any additional information, as necessary, to the Construction Manager including, but not limited to, documentation related to grant funding, state funding, state / local requirements, etc.
- J. Awarded Contractor shall be responsible for printing all Construction Set of Documents including Drawings and Specifications in its entirety for their own use, at their own costs and at their own risks.

END OF 00 10 00 – INSTRUCTIONS TO BIDDERS

CITY OF AURORA, ILLINOIS INSTRUCTIONS TO BIDDERS

01. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed contract in writing with the Construction Manager, R.C. Wegman Construction Company, covering matters and things as are set forth in the Bid Package; (b) carry insurance acceptable to the Construction Manager and City of Aurora covering public liability, property damage and workers compensation; and (c) pay workers in accordance with the schedule of prevailing wages for Kane County attached hereto.

02. ACCEPTANCE OF BIDS

- a. Bidder must submit an original bid response, marked as "original" and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.
- b. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

Envelopes containing bids must be sealed and addressed to the City of Aurora Purchasing Division. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.

- c. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.

- d. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the Construction Manager and the City of Aurora that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to them. Bid Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The contract will be awarded to the lowest responsive responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Bidder will be awarded in the City's best interests based on these and other legally-allowable considerations. The Construction Manager, the City of Aurora, and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested for this purpose.

03. RECEIPT OF BIDS

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Bids may be delivered to the Purchasing Division Office in person. Overnight courier is acceptable provided timely receipt of Bids. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that his Bid is received in the proper time.
- b. Any Bid received by the City Clerk's Office after **2:00 p.m. on Wednesday, March 20th, 2024** shall be rejected.

04. WITHDRAWAL OF BIDS

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Bidders may not withdraw their bid after the opening without the approval of the Director of Purchasing. Requests to withdraw a bid must be in writing and properly signed. Bidders may, however, without prejudice, modify or withdraw its bid by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which bid proposals were to be submitted. Following withdrawal or modification of its Bid Proposal, Bidder may submit a new Bid Proposal, provided it is received at the Purchasing Division office prior to the bid proposal due date. No bid proposal will be opened which is received after the time and date scheduled for the Bid Proposals to be received.

05. BID DEPOSIT

Each Bidder shall deposit with his Bid a Bid guarantee consisting of a bank draft, Bid bond, cashier's check, or certified check drawn on a good and solvent National or State Bank and payable to the order of the City, in an amount not less than ten percent (10%) of the total amount of the Bid submitted. The Construction Manager at Risk (R.C. Wegman Construction Company) shall provide the performance and payment bond for the project. All Bid deposits will be retained by the City until a Bid award is made, at which time the Bid deposit will be promptly returned to the unsuccessful Bidders. The Bid deposit of the successful Bidder will be retained until the equipment, goods or services have been received or completed and found to be in compliance with the specifications. Performance by the Bidder shall not be considered complete, until final inspection and acceptance by the Construction Manager of the Bidder's Work. Final inspection shall occur within 30 days after the actual completion of the Work. Upon failure to meet the requirements of this paragraph, the Bidder shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the aforementioned amount.

06. BOND AND INSURANCE

The Construction Manager at Risk (R.C. Wegman Construction Company) shall provide the performance and payment bond for the project.

The Bidder will be required to furnish Public Liability Insurance, and Workers Compensation Insurance.

Proof of liability insurance coverage through a reputable, recognized carrier shall be provided at the time of acceptance and signing of the contract and shall remain current for the duration of the contract.

07. CITY'S AGENT

The Director of Purchasing, or his delegate, shall represent and act for the City in all matters pertaining to the Bid proposal.

08. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Bidder.

Each Bidder submitting a Bid is responsible for examining the complete Bid Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder.

If awarded the contract, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to the bidding. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Bid Package documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Bid for all contingencies. Before any award is made of the contract to the Bidder, the Bidder may be required to furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

09. BIDDER CAPABILITY

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the Bidder shall not be required. The City may, at its option, disqualify a Bidder and reject his proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- Unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- **Any proposer who owes the city money may be disqualified at the City's discretion.**

10. AWARD OF SUB-CONTRACT WITH CONSTRUCTION MANAGER

The Construction Manager and the City of Aurora reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the City. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

However, if the Bidder modifies limits, restricts or subjects his bid proposal to conditions that would change the requirements of the bid, this would be considered a conditional or

qualified Bid Proposal and will not be accepted. The City reserves the right to delete any item listed in the bid.

11. PRICES

The price quoted for each item is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Bid Proposal or his/her authorized representative must initial any alteration in ink.)

12. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

13. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

14. DEFAULT

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Construction Manager reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered.

15. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Construction Manager of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

16. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the Construction Manager and City of Aurora's destination; and reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.

17. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Construction Manager and City of Aurora may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.

Contractor and/or Bidder (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the City, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Bidder (as case may be) agrees that these warranties shall run to the City of Aurora, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

18. CANCELLATION

The Construction Manager reserves the right to cancel the whole or any part of the contract if the Bidder fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Bidder will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

19. SIGNATURES

Bid proposals must be signed by the Bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Bid, its agent must present legal evidence that he has lawful authority to sign said Bid and that the corporation has a legal existence. In the

event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Bids by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid forms shall be initialed by the person signing the Bid. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

20. SPECIAL CONDITIONS

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in Special Conditions and Specifications shall take precedence.

21. PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract. The Building Permit will be provided by the City of Aurora.

22. REGULATORY COMPLIANCE

Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

23. ROYALTIES AND PATENTS

Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the City harmless from loss on account thereof.

24. REFERENCES

Sufficient references may be requested of all like public and/or private agencies. Listing must include company name, contact person, telephone number and date purchased. All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work

on the project may be made. Bidders agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

25. ELIGIBILITY

By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

26. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the Construction Manager and the City of Aurora, and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

27. PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the Work. It is the intent that whenever the Bidder is required or desires to use any design, device, material, or process covered by letters or patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Bidder in all cases shall indemnify and save harmless the Construction Manager and the City of Aurora from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the Construction Manager and the City of Aurora for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the Work.

28. PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures,

improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Bidder except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the Work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other Work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the Work and upon completion of such Work by them done, said owners may render bills to the Bidder for the cost and expenses thereof which bills shall be paid by the Bidder.

29. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the Construction Manager before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the Construction Manager and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Construction Manager. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left".

If requested, the awardee of this proposal will give the Construction Manager a copy of the insurance policies. The policies must be delivered to the Construction Manager within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate

- (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the Construction Manager as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the Construction Manager pursuant to this project. All insurance premiums shall be paid without cost to the Construction Manager.

The Bidder agrees to indemnify and save harmless the Construction Manager, the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the Construction Manager and City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the Construction Manager, the City of Aurora, and its employees.

30. LOCAL BIDDER PREFERENCE

O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

31. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit proposers and encourages the successful contract bidder to utilized minority businesses as sub-contractors for supplies, equipment, services and construction.

32. WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said Construction Manager and City of Aurora from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said Construction Manager and City of Aurora by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the contract, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said Construction Manager and City of Aurora and indemnify, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall the Construction Manager and the City of Aurora be considered a joint employer of same under any circumstance.

33. RESPONSIBLE BIDDER

Section 2-331(5) of the Aurora City Code requires that bidders for city projects in excess of \$25,000 must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training to be considered a responsible bidder. A bidder must affirm such participation in the Bidder's Certification submitted with any bid. Furthermore, **the bidder must submit a copy of each applicable program registration certificate with his/her bid.**

34. GUARANTEE AND MAINTENANCE OF WORK

The Bidder shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the Construction Manager, and the Bidder shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

35. CONTRACT

The successful Bidder will be required to execute a contract with the Construction Manager. A sample contract is attached hereto.

36. INSURANCE CERTIFICATES

At, or prior to, delivery of the signed contract, the successful Bidder shall deliver to the Construction Manager the policies of insurance or insurance certificates as required by the contract Documents. All policies or certificates of insurance shall be approved by the Construction Manager before the successful Bidder may proceed with the Work. Execution of the contract by the Construction Manager is contingent upon receipt of the insurance policies or certificates. Failure to provide the evidence of insurance in the time provided for will result in disqualification and the Bid will be awarded to the next lowest Bidder or in the creation of a new Bid.

37. PERSONNEL AND EQUIPMENT

The Bidder shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and the Bidder shall provide identification of its personnel if requested by the Construction Manager.

Any Bidder's employee whose employment is reasonably detrimental or objectionable to the Construction Manager shall be immediately transferred from the premises upon the Construction Manager's request.

All on the road vehicles or equipment shall be identified by the Bidder's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the Bidder and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of Bid.

38. TIME

Bidder shall schedule its Work and that of its subcontractors to meet the requirement of the Construction Manager. Bidder shall perform the Work expeditiously in cooperation with the Construction Manager's employees, contractors and subcontractors.

39. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to dougb@rcwegman.com and purchasingdl@aurora.il.us. Questions will be accepted until **Noon on Friday, March 15, 2024**. Questions will be answered via addendum. NO questions will be accepted or answered verbally.

R.C. Wegman Construction Company
Construction Manager
Aurora Public Works Facility

It is the responsibility of the interested bidder to assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

00 21 00 – DESCRIPTION OF THE WORK / SPECIAL PROVISIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to, Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. All Bidders are responsible to review all other Bid Category Work descriptions and immediately advise R.C. Wegman Construction Company of any adverse factors, conflicts or ambiguities that might affect the execution of Work of this Bid Package. Each Bidder is responsible to review all Bid Category descriptions and Contract Documents and coordinate the Work accordingly. Each Bidder shall incorporate into its Bid Proposal the cost of coordination of the Work with the requirements of all related Contract Documents, as shown, specified, or required.
- C. Each Bidder shall thoroughly examine all of the Bidding Documents for the Work of all trades so as to familiarize itself both with the Work required under its Bid Categories and with Work required under all other Bid Categories.
- D. A complete set of Bidding Documents are available for viewing at R.C. Wegman Construction Company's field office, 750 Morton Avenue, Aurora, IL 60506.

1.02 PROJECT DESCRIPTION

- A. The scope of the overall project generally consists of a 200,000+ SF Public Works Facility.

1.03 SUMMARY OF THE BID CATEGORIES/WORK SCOPES

- A. The following is a listing of Bid Categories for the Aurora Public Works Facility. All work relative to the Bid Package is identified on plans and specifications as prepared by the Construction Manager and the Architect/Engineer. Each Bid Category description identifies the Scope of Work to be performed by the Bidder as designated by the Construction Manager.

BID CATEGORIES

BP4-10 - Shelving

Specific Bid Category/Work Scope descriptions are found in Section 00 22 00.

1.04 SPECIAL PROVISIONS

- A. The following special provisions form a part of each Bid Category Work Scope and apply to each Subcontractor's Scope of Work found in Section 00 22 00.

- B. The Bid Category/Work Scopes should in no way be construed as being all inclusive. The Work Scope is issued as a guide to aid in the assignment of Work. If conflict regarding assignment of Work exists between the drawing notes and these descriptions, the Description of the Work and Bid Category/Work Scopes will take precedence. Notwithstanding the foregoing, the Subcontractor shall carefully review and compare the Drawings and Specifications with the Work Scopes, and if a conflict exists, the Subcontractor shall immediately notify R.C. Wegman Construction Company in writing. The Bid Category numbers and the specification section numbers are not, in all cases, identical.
- C. Bidders are required to bid the entire Bid Category. Bids will only be accepted for individual Bid Categories. A Bidder may bid more than one Bid Category. Review the "Instructions to Bidders" in Section 00 10 00 for specific Bid Proposal instructions.
- D. Each Bidder is to carefully examine the Milestone Dates enclosed in the Bidding Documents. Each Bidder shall be prepared to review at the post-bid meetings a schedule for the engineering, fabrication, delivery and installation of its Work. This information will be considered in the award recommendation.
- E. All Subcontractors are to coordinate all Work with the work of other trades for proper function and sequence. Subcontractor must furnish approved copies of shop drawings, mock-ups, and technical data to other contractors designated by R.C. Wegman Construction Company for the purposes of coordination of this Work. Subcontractor must provide to all other trades all information (drawings, diagrams, templates, embeds) and other related Work necessary for the proper coordination of the Work of all trades. Each phase of the Work shall be coordinated, and the coordination plan approved by R.C. Wegman Construction Company prior to proceeding. Subcontractor shall keep informed as to Work of all trades engaged in the Project, and shall execute Work in such a manner as not to delay or interfere with the progress of other trades involved. Subcontractor is required to schedule its Work so that no other party is delayed in execution of its work. Subcontractor is required to employ competent supervision on the Project throughout the entire period of construction to ensure proper coordination.
- F. Subcontractor will furnish before any Work is started, evidence of ISO Certification or documented procedures for process control, including drawings, submittals, inspection/surveillance and training. In lieu of defined procedures, Subcontractor will follow R.C. Wegman Construction Company's documented procedures for process control.
- G. When it is necessary to modify or tie into existing utility services, Subcontractor shall notify R.C. Wegman Construction Company in writing a minimum of 48 hours prior to the planned disruption. All disruptions shall be scheduled with R.C. Wegman Construction Company and shall be kept to a minimum time. Tie-ins and shutdowns of existing utilities may have to be performed during off hours. Subcontractors are to include any required premium time in the Base Bid.

- H. If Owner will occupy the premises or a portion of the premises during the construction, Subcontractor shall cooperate with R.C. Wegman Construction Company and Owner in all construction operations to minimize conflict, and to facilitate Owner occupancy.
- I. The Subcontractor shall examine the existing site conditions and carefully compare them to the Drawings. All measurements must be verified from actual observation at the Project site. The Subcontractor is responsible for all Work fitting in place in approved, satisfactory and workmanlike manner in every particular. If the Subcontractor encounters unexpected existing site or building conditions, it shall cease operations immediately to minimize damage and shall immediately notify R.C. Wegman Construction Company in writing. Subcontractor shall bear all costs, expenses or damages arising or resulting from its failure to comply with this paragraph.
- J. Hoisting of material or equipment above occupied areas will NOT be permitted unless approved by R.C. Wegman Construction Company and the existing structure has been properly verified by a licensed professional Engineer to be able to bear the load of the material or equipment being hoisted if accidentally released. It is the responsibility of the Subcontractor performing such hoisting to properly and adequately reinforce existing structure if required.
- K. Each Subcontractor shall provide access, equipment, and assistance via ladder, lift or other means for the Construction Manager's Independent Testing Company(s) representative(s) as needed in the performance of tests or inspections of said subcontractor's work.
- L. If Commissioning is required per "Commissioning", each subcontractor shall be responsible for the requirements of this Section, including completion of work specific checklists similar to those provided in the Specifications.
- M. The documents are a cooperative set. Drawings (Civil, Architectural, Structural, Mechanical, Electrical, etc.) and specifications are cooperative and contractors are to bid to all documents. For example, Structural and Misc. Steel items shown on Architectural Drawings are to be included in the Steel Contractors work as if shown on Structural Drawings. Discrepancies between drawings and specifications are to be identified to R.C. Wegman Construction Company. If not identified and clarified by the Construction Manager in writing, subcontractor is to bid the most restrictive and most expensive of the items in question.
- N. Each bidder shall submit at a Post-Bid Conference a schedule for the engineering, fabrication and delivery of the work. The schedule is to be based on the time required for delivery to the job site, commencing with the time that approved shop drawings are returned to the Subcontractor. Specified delivery information is required for each type of material. This information will be considered in the award recommendation. The subcontractor's work sequence will also be reviewed.
- O. Each Sub Contractor or their Sub Contractors shall contact and coordinate with DIGGER and or JULIE, local Sanitary District and the local Building Department prior to performing excavation of any kind and shall protect all existing utilities from damage due to your work. The Subcontractor or their Sub-Subcontractor shall be licensed and bonded with the city or

Municipality where the project is located. Subcontractor is responsible for notifying the R.C. Wegman Construction Company Superintendent of his intention to dig or excavate and for providing a complete plan that shows all areas of digging. Subcontractor is to notify all the appropriate authorities having jurisdiction over the work area and obtain a dig number and or approval to dig. Subcontractor agrees to notify the R.C. Wegman Construction Company Superintendent of the dig number/approval notice and date of call to the appropriate authorities. Subcontractor further agrees that it is absolutely forbidden to do any machine excavation above any utility lines.

- P. Subcontractor shall assure that underground utilities are not damaged by its excavation, trenching, auguring, drilling or other operations. Subcontractor shall contact the appropriate utility or utility locator service to inspect its work area to locate and mark underground utilities. Subcontractor shall preserve markings, or have location marked again, so that equipment operators know where utilities are located. Utilities shall be exposed by hand digging only. Subcontractor shall train its operators, foreman and superintendent in proper procedures to avoid damaging underground utilities. Subcontractor is to provide a "Daily Pre-Excavation Planning Checklist" to the R.C. Wegman Construction Company Superintendent before excavating. Subcontractor agrees not to let their dig number expire until their work is fully completed.
- Q. Each subcontractor is to provide their on-site superintendent with a mobile /cell phone and provide that mobile / cell phone number to R.C. Wegman Construction Company's on site superintendent.
- R. Hot Work Permits will be required for all cutting and burning activities.
- S. Subcontractors will allow for the off-site storage of all materials at no additional cost to the Owner or Construction Manager. If the subcontractor expects payment for stored or fabricated materials off-site, this should be clearly noted with the bid and all requirements noted in the Project Manual shall be fully executed to the satisfaction of R.C. Wegman Construction Company (insurance, etc.). Payment for standard steel shapes and/or readily available materials stored off-site will not be allowed.
- T. Subcontractors shall provide a properly equipped and trained flag person who will be on-site for all deliveries to facilitate trucks entering and exiting the site pertaining to said subcontractor's work scope.
- U. Subcontractors are responsible to clean up debris associated to performance of their work and shall at all times maintain a clean and safe job-site.
- V. Subcontractors are responsible for all shipping, storage, transportation, and handling costs what so ever required to provide a steady flow of material to the site.
- W. Subcontractors must obtain a barrier removal permit from the Construction Manager, in order to remove any safety cabling, railings, opening covers, etc., as necessary to perform work. Subcontractor shall immediately reinstall same as soon as practical but under no circumstances leave the area unattended causing a safety hazards to others.

- X. Subcontractors shall provide a job logistics plan to R.C. Wegman Construction Company prior to performing any critical load picks.
- Y. Subcontractor is to schedule all deliveries of materials and equipment with on-site Superintendent, a minimum of ten (10) days in advance and be prepared to receive and unload said deliveries on site. If the foregoing notification requirements are not adhered to, R.C. Wegman Construction Company, hereinafter referred to as RCW, reserves the right to refuse, warehouse or return to the carrier, the shipment in question. In this case, all costs incurred by RCW i.e. handling, storage, protection, etc. will be borne by the Subcontractor. In the event RCW chooses to accept the delivery on the Subcontractor's behalf, the signature of an employee, servant or other authorized agent acknowledging the receipt of such material shall not constitute acceptance of the contents, until an actual inspection has been conducted by this Subcontractor. In addition, RCW does not accept any responsibility/liability for verifying the quantity, type of materials, safety, etc. of said deliverers.
- Z. The scheduling of work by all Subcontractors for the project has been carefully planned. In the event that any of the material by the Subcontractor is on backorder, not available, etc., the Subcontractor is responsible for the costs incurred by the other trades for delays associated to material backorders or shipment delays.
- AA. Any damage to property including manholes, structures, curbs, sidewalks, landscaping, etc., by delivery trucks will be back charged to the respective subcontractor.
- BB. Subcontractor shall perform all the work required under this agreement including work not shown on the drawings or stated in the specifications but reasonably inferable there from. The completed work shall comply with all laws, codes, ordinances and regulations ("codes") or exceed same where expressly required. Prior to commencing any work, the subcontractor is required to notify RCW in writing of any aspect of the referenced drawings and specifications that fail to comply with "codes", regulations of which he has knowledge. Subcontractor's review of drawings and specifications for compliance with "codes" is to be ongoing and include comparison of revised drawings and specifications or updates of same to previous issues to ensure the completed work complies with codes. Any work performed by the subcontractor that is not in compliance with code requirements shall be corrected at Subcontractor's sole expense.
- CC. Subcontractor understands that the bid documents are not necessarily complete in all details and that the Subcontract price is based upon the Subcontractor providing a complete system including all necessary items required or implied.
- DD. Subcontractor agrees to pursue value engineering on the Owner's behalf and per the direction of RCW for the duration of the project.
- EE. Subcontractor is responsible for the coordination of the various parts of the work so that no part shall be left in an unfinished or incomplete condition or not in compliance with the project requirements / codes / laws / regulations / etc.
- FF. Subcontractor is to furnish and install firesafing / firestopping around penetrations for their work as required by code.
- GG. Subcontractor agrees that for all equipment/material utilized during the course of

construction, the Subcontractor shall provide additional warranty extensions and maintenance as required so as to provide the Owner with the specified warranty period commencing at the Final completion date of the project. The items include, but are not limited to the following: sump pumps, lift stations, boilers, compressors, fans, controllers, switchboards, light fixtures, pumps, elevators, HVAC equipment, etc.

- HH. Subcontractor agrees to test their equipment/installed work as necessary so as not to impede the schedule or unduly burden the Construction Manager with added costs for temporary heating etc. Subcontractor agrees to perform its testing as often as required at no additional cost to the Construction Manager.
- II. Costs for repair of damage to cast in concrete members, and especially to post-tensioning tendons and anchors that are damaged as a result of this Subcontractor, all of the repair and retrofit costs shall be borne by this Subcontractor.
- JJ. During the punchlist phase of work, Subcontractor shall provide a staff, sufficient in size exclusively dedicated to the conduct of the punchlist work, completely under the Construction Manager's direction. This staff shall not participate nor share responsibility for the phases of Subcontractor's work being performed concurrently with the punchlist work phase.
- KK. Subcontractors furnishing embeds to other sub-trades for insertion by them, are responsible for having the embed items reviewed, inventoried and accepted by the sub-trade responsible for their installation. This is to be evidenced by a signed detailed inventory list. Failure to obtain the signature of transfer of materials will result in the subcontractor having to replace said missing items at their own expense with out an extension of time.
- LL. All warranty work, punchlist work and any other work completed after Owner occupancy shall be performed by the Subcontractor during off-hours or as scheduled by the Construction Manager's Superintendent at no additional cost to the Construction Manager or Owner. All punch list work is to be completed per R.C. Wegman Construction Company punch list schedule time frame. Failure to do so will result in liquidated damage's being assessed by R.C. Wegman Construction Company and Owner charged to the Subcontractor.
- MM. In the event a Subcontractors field extra work order is required as a result of unforeseen conditions, the item necessitating the work order must be priced out and submitted to R.C. Wegman Construction Company within 48 hours for approval. Failure to provide pricing within the 48 hour time period will result in forfeiture of Subcontractor's right to payment.
- NN. Subcontractor shall not submit an extra work claim for any items/activities that are indicated within the contract documents or are reasonably inferred therein. If an extra work ticket is submitted and it is determined by the Construction Manager, Ownership and/or their consultants that this work is already included as part of the Subcontractors scope of work, the Subcontractor shall be responsible for reimbursing the Construction Manager /Owner the value of the extra work ticket plus a fee of 15% to cover the Contractors time in researching and defending the item.
- OO. Subcontractor shall not be entitled to any additional compensation for extra work performed without the prior consent of the Construction Manager Project Manager.
- PP. Priced claims and/or Change Order Requests shall be timely submitted to the Construction Manager within (10) ten working days after being requested. Failure to submit pricing within

R.C. Wegman Construction Company
Construction Manager
Aurora Public Works Facility

(10) ten working days shall preclude the Subcontractor from receiving any additional compensation and/or time and they will be required to perform said work the same as if they were being compensated.

END OF 00 21 00 – DESCRIPTION OF THE WORK / SPECIAL PROVISIONS

EXHIBIT "A"

Aurora Public Works Facility

Shelving Scope of Work

BP4-10 – Shelving Work Scope includes, but is not limited to:

The Work of this Bid Category includes but is not limited to providing all labor, equipment, materials, scaffolding, hoisting and incidentals to complete all Shelving in accordance with the Contract Documents and applicable codes. All Work is to be performed as shown in the plans and specifications provided herein.

1. The Shelving Contractor's work scope includes but is not limited to providing all labor, equipment, materials and incidentals to complete all Shelving work in accordance with the contract documents and applicable codes. In addition, it requires adherence to and coordination with various other project specifications and trade contractors interfacing with this work. Any extra or additional work claimed by the Shelving Contractor must be previously approved via change order per contract documents prior to commencing work or all costs for such shall be the sole responsibility of the Shelving Contractor (Heretofore the Shelving Contractor may be referenced as "This Contractor").

ADMINISTRATIVE RESPONSIBILITIES

2. **INSURANCE:** This Contractor shall provide a certificate of insurance per project specifications to be reviewed and approved by R.C. Wegman Construction Company prior to commencing work on site. Coverage must be primary and non-contributory and a Waiver of Subrogation applies to both General Liability and Workers Compensation and shall include specific parties as additional insured. No additional costs will be accepted by R.C. Wegman Construction Company for failure to include all costs associated with the project insurance requirements in your bid.
3. **CERTIFIED PAYROLL:** This Contractor is responsible for providing all certified payroll documentation as required by R.C. Wegman Construction Company and to adhere to all state, federal and local labor laws having jurisdiction over this project which is a public works and prevailing wage project. This Contractor is responsible to have certified payroll uploaded via the IDOL Certified Transcript of payroll website and submitted to RCW weekly. <https://labor.illinois.gov/laws-rules/conmed/certifiedtranscriptofpayroll.html>
4. **SUBMITTALS:** All submittals by this contractor must be presented per plans and specifications and substitutions will not be accepted unless authorized as "or equal" or secondary preference in the plans and specifications. All submittals need to be submitted in an electronic version. **All submittals to be sent within (10) workings days from award of contract. No payment for submittals unless amount is approved.**
5. **CLOSEOUTS:** All closeout documents including, but not limited to, as-build / record drawings, general warranties, special warranties, operation and maintenance manuals, attic stock, etc. shall be provided for review and approval prior to release of the final payment. All closeout documents must be submitted in a hard copy version and an electronic version.

6. *PROCORE*: Procore will be used as the project management tool. This Contractor shall provide all submittals via Procore.

SAFETY RESPONSIBILITIES

7. *SAFETY*: This Contractor shall provide all safety related manuals, policies and records as required and requested by R.C. Wegman Construction Company.
8. *OSHA*: This Contractor shall be responsible to provide competent supervision with competent person having a minimum of (30) hours OSHA training and personnel capable of completing work required in a safe manner as governed by current O.S.H.A. regulations and all other governing authorities having jurisdictions and shall strictly adhere to all safety requirements including all R.C. Wegman Construction Company safety policies and direction.
9. ~~*J.U.L.I.E.*: This Contractor is responsible to coordinate a utilities locating service (J.U.L.I.E.) to locate all existing utilities on site and provide a copy of the Dig Number to R.C. Wegman (48) hours prior to starting any excavations of any kind including silt fence or safety fence installation. It is this contractor's responsibility to protect all existing utilities per contract documents. Any damage to existing utilities will be the responsibility of This Contractor to correct at its own expense.~~
10. *PROTECTION OF UTILITIES*: This Contractor shall be responsible for the protection of all private and public utilities whether or not shown on the plans. Upon encountering existing utilities of any nature including existing drain tile which conflict with the new construction, this Contractor shall notify R.C. Wegman Construction Company immediately for resolution. Any damage to existing utilities or drain tile will be corrected or repaired to the satisfaction of R.C. Wegman Construction Company, the Architect/Engineer and the Owner at the expense of This Contractor.

REVIEW RESPONSIBILITIES

11. *REVIEWING BID DOCUMENTS*: This Contractor is responsible for reviewing all bid documents. The work scope items listed are provided as generic guidelines to assist the contractor in the bidding process, and is no way binding to R.C. Wegman Construction Company as complete work scope definitions and coverage. It is the intent of R.C. Wegman Construction Company to avoid omissions and overlaps of work with these work scopes. It is This Contractor's responsibility to read other work scopes that relate to the work scope they are bidding, in order to fully understand the project. In the event your firm discovers discrepancies, omissions or overlaps in work scope coverage, please contact R.C. Wegman immediately for clarification, or your firm may be responsible for said work scope item.
12. *DISCREPANCIES*: Any discrepancies between drawing sheets or between plans and specifications shall be brought to the attention of R.C. Wegman Construction Company for clarification; prior to signing a contract; or R.C. Wegman Construction Company will consider all costs included in the Bid Proposal.

MOBILIZATION RESPONSIBILITIES

13. *SCHEDULING*: This Contractor is responsible to provide adequate crews, including multiple crews if necessary, to meet the demands and projected schedule for this project.
14. *TRADE JURISDICTIONS*: All work under this scope shall comply with proper trade jurisdictions, even if it is necessary to assemble composite crews or subcontract to appropriate trades.

15. *MOBILIZATIONS*: Due to the nature/scheduling of the project, several mobilizations may be necessary. No additional charges will be considered for additional mobilizations.

JOB SITE RESPONSIBILITIES

16. *DELIVERIES*: This Contractor is responsible for its own deliveries of materials including storage and the protection thereof. Should an unattended delivery occur (you are not there for the delivery, and RCW is forced to unload the delivery) This Contractor will be charged \$840 for each unattended delivery and money will be deducted from amount owed.
17. *DAILY CLEAN-UP*: This Contractor is responsible to perform daily clean-up of debris associated to this work scope into dumpsters provided by R.C. Wegman Construction Company and to compact and break down large debris such as boxes, crates, etc., prior to placement into dumpster. This requirement is mandatory and will be strictly enforced by R.C. Wegman Construction Company. If This Contractor fails to cooperate with this daily clean-up procedure and R.C. Wegman is forced to perform the clean-up for your firm, R.C. Wegman will deduct the cost for the labor to perform the clean-up from this Contractor's subcontract amount.
18. *TRAFFIC CONTROL (ALSO IN REGARDS TO DELIVERIES)*: This Contractor shall be responsible for traffic control and to keep existing roads clean from mud and debris at all times while performing this work scope with continual diligence throughout the work day to avoid traffic hazards. This maintenance is critical to state and local life safety ordinances and will be strictly enforced.
19. *TEMPORARY BRACING*: This Contractor is responsible for any and all temporary bracing that may be required to keep elements in this work scope plumb and level prior to installation of final building components that integrate with this work scope.
20. ~~*DEWATERING*: This Contractor is responsible to furnish all material, labor and equipment necessary to dewater the project site area associated with their work scope and to keep free from water under any circumstances in compliance with all IEPA standards.~~
21. *VERIFICATION*: This Contractor shall be responsible for verification of all dimensions and conditions affecting the work with the actual conditions at the Project Site as related to this scope of work.
22. *TESTS, INSPECTIONS AND CERTIFICATIONS*: This Contractor shall be responsible for coordinating and passing of all required tests, inspections, certification and acceptance by the Construction Manager, the Architect/Engineer, the Owner and all other governing authorities having jurisdiction.

VOLUNTARY ALTERNATES

23. All Bid Proposals must be based upon the Contract Documents. **In addition to a Base Bid Proposal, the submission of Voluntary Alternates is acceptable and highly encouraged.**
 - a. If you have a Voluntary Alternate idea, check the box on the Bid Form indicating that you have a Voluntary Alternate(s).
 - b. Then, attach the Voluntary Alternate Description, Deduct \$ amount, plus all other information and product data necessary to fully evaluate the Voluntary Alternate. Simply write the Voluntary Alternate on your company letterhead and attach it to the end of the Bid Form.
 - c. The Owner reserves the right to unilaterally accept or reject Voluntary Alternates and to determine if the Voluntary Alternates will be considered in the awarding of the Agreement.

- d. Noting that Voluntary Alternates may be considered in awarding of the Agreement, your participation in submitting Voluntary Alternates is not only highly encouraged, but also considered exclusive to your Base Bid Proposal, and will not be used as submitted for any other Base Bid Proposal evaluation.

BIDDING MULTIPLE BID PACKAGES

24. Bidders are encouraged to bid multiple bid packages, if possible. (For example: Gypsum Board Systems / ACT / Shelving: are examples where bid packages may overlap.) It is expected that savings would be realized if you were to be awarded more than 1 bid package. There are spaces on the Bid Form to input such savings.

SPECIAL CONSIDERATIONS

25. Read **ALTERNATES** specification section and provide alternate pricing (if applicable) in space provided on bid form.
26. Read **UNIT PRICES** specification section and provide unit pricing (if applicable) in space provided on bid form.
27. Read **ALLOWANCES** specification section and include all allowances (if applicable) in your number. All Allowances should be included in your Base Bid number.

SPECIFIC SCOPE OF WORK ITEMS

28. Provide all material, labor, equipment, means and methods necessary to provide (per plans, specifications, addenda and all applicable codes), but not limited to, the following:
- Furnish and install all shelving/racks per plans and specifications, as indicated on the Shelving Schedule on A850, and as described in Specification Section 10 56 29.16 – Pallet Storage Racks. Items are shown in plan view on A851 – A855, A861 and A862. Reference S01, S02, S03, S04, S05, S10, S11, S12, S14, S15, S19, and S20. Complete installation includes, but is not limited to:
 - Be onsite for delivery, offloading, unboxing, etc. all materials.
 - Perform layout of where shelving units are to be installed.
 - Furnish and install all units, including following specifications and manufacturer's instructions regarding the anchoring of units to floors, walls, or ceilings as required, including all fasteners, clips, anchors, etc.
 - Perform demonstration, training, etc. per specifications.

End of 00 22 00-BP4-10 - Shelving Work Scope

00 23 00 – SCHEDULE AND PHASING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 MILESTONE SCHEDULE

- A. The following are the preliminary draft milestone schedule dates for the listed Work and will become a part of the Contract Documents. The master construction schedule will be developed after award of the Agreement with Subcontractor input.
- B. The following dates have been provided as a guideline only.

- 1) Out To Bid: Tuesday, March 5th, 2024**
- 2) RFI Cutoff: Noon on Friday, March 15th, 2024**
- 3) Bid Opening: 2:00 PM on Wednesday, March 20th, 2024**
- 4) Scope Review and Vetting of Contractor: March 21st, 2024**
- 5) Project Approval for BP4 Shelving: April 2024**
- 6) Project Complete: Late 2024**

- C. It is expressly agreed that time is of the essence for the completion of Work under the Agreement and Subcontractor agrees to perform the Work within the allotted time and in the manner specified. Subcontractor shall be liable for any and all damages and expenses suffered by the Owner or R.C. Wegman Construction Company arising or resulting from the failure of Subcontractor to perform the Work in accordance with the construction schedule.

1.03 PRELIMINARY PROJECT SCHEDULE

- a. Schedule is preliminary and to be used as a reference to aid in Bidding procedure.

1.04 CONSTRUCTION SCHEDULE DEVELOPMENT PROCESS

- A. Subcontractor agrees to commence Work in the field within five (5) Days after being notified to do so by the R.C. Wegman Construction Company. Subcontractor shall diligently perform and fully complete all Work to the satisfaction of R.C. Wegman Construction Company and Owner.

Work shall begin per R.C. Wegman Construction Company construction schedule and shall be carried to completion with the utmost speed.

- B. A Subcontractor shall submit to R.C. Wegman Construction Company within fifteen (15) Days of award of an Agreement, a construction schedule showing all activities contained in the

Subcontractor's scope of Work. This schedule shall include activity descriptions and durations in working days, for shop drawings, fabrication, delivery and installation of products, materials and equipment. This schedule shall identify precedent relationships between Subcontractor's activities and those of other subcontractors, the dollar value, necessary manpower loadings, and precedent activities for other subcontractors. The activities on the schedule must be at a level of detail approved by R.C. Wegman Construction Company and should agree with the terminology and building sequencing established by R.C. Wegman Construction Company. R.C. Wegman Construction Company will compile all Subcontractors' schedules and develop a project master construction schedule. Once the individual subcontractors schedules are agreed upon by R.C. Wegman Construction Company, this project master construction schedule will become the project plan for construction.

- C. Special requirements and/or sequencing issues should be brought to the attention of R.C. Wegman Construction Company. It is intended the milestones remain in effect and all Bidders agree to accept the milestone dates. R.C. Wegman Construction Company reserves the right to revise the project master construction schedule as deemed necessary.
- D. R.C. Wegman Construction Company shall periodically update the project master construction schedule and display it at the Project site. Subcontractor shall familiarize itself with the project master construction schedule and how it will affect or modify its operations, including coordination with the activities of other subcontractors. Reasonable changes in sequencing, durations and phasing are to be expected with each master schedule update. These changes will be made by Subcontractor at no additional cost.
- E. If it is apparent Subcontractor is unable to perform its Work in the sequence indicated or the time allotted, Subcontractor must notify R.C. Wegman Construction Company within five (5) Days after initial publication of the project master construction schedule. Subcontractor's schedule of activities may be re-sequenced, and the schedule may be adjusted, provided all Work is completed within the stated milestone dates and provided R.C. Wegman Construction Company and affected subcontractors are notified of the change within five (5) calendar days of receipt of the schedule and the change does not otherwise negatively impact the other scheduled work; otherwise, the project master construction schedule shall be deemed accepted by all parties and becomes a contractual requirement for each Subcontractor.
- F. If Subcontractor delays progress for any reason other than those delays specifically excused under the Contract Documents, Subcontractor will take all necessary steps to expedite its Work to maintain milestone target dates at no expense or additional cost to Owner or R.C. Wegman Construction Company.
- G. If Subcontractor is behind schedule and is so notified by R.C. Wegman Construction Company, Subcontractor shall be required to accelerate the Work at its own expense. Subcontractor shall furnish to R.C. Wegman Construction Company a short interval schedule of its Work showing location, number of men and crew required to get back on the agreed upon master construction schedule. If Subcontractor fails to maintain and meet the short interval schedule, R.C. Wegman Construction Company reserves the right to take whatever steps it deems necessary in its sole discretion to recover the schedule at the Subcontractor's expense. The

Subcontractor shall employ such means as overtime work, multiple work shifts, and additional equipment, all without additional compensation, and shall continue to do so until the progress of the Work, in the opinion of R.C. Wegman Construction Company, is in conformance with the master project construction schedule.

- H. Subcontractor agrees that it shall have no claim against the Owner, Architect, or R.C. Wegman Construction Company for an increase in the contract price nor for a payment or allowance of any kind for damage, loss, or expense arising or resulting from delays, regardless of whether the delay is the basis for an extension of time. This provision includes claims for damage, loss, or expense arising or resulting from interruptions to, or necessary suspension of, Subcontractor's Work to enable other subcontractors to perform their work.
- I. Subcontractor must note as in 1.02.A above that the remaining work scopes will be performed in future Bid Packages and the schedule milestones and completion dates may adjust to accommodate the schedules of future Bid Packages to be determined by R.C. Wegman Construction Company. Subcontractor shall have no claim to addition costs or charges to Owner, Architect or R.C. Wegman Construction Company resulting from minor adjustments to the schedule as R.C. Wegman Construction Company will consider all Subcontractor's durations and will not reduce original time frames allotted for any Subcontractor without consent by said Subcontractor.

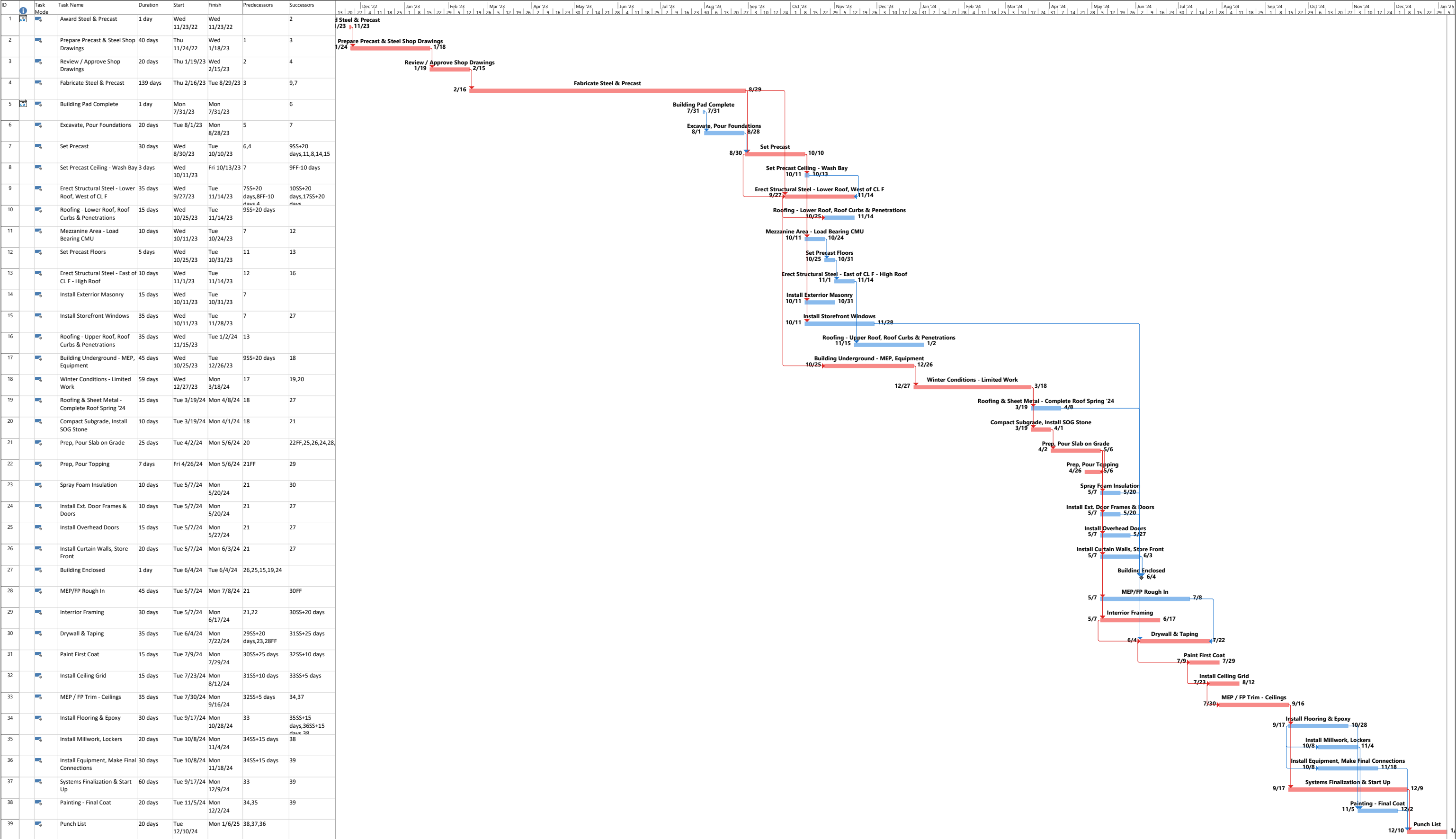
PART 2 - PHASING

2.01 PROJECT SEQUENCING

- A. Project sequence and schedules will be determined by R.C. Wegman Construction Company as project continues to develop.

END OF 00 23 00 – SCHEDULE AND PHASING

City of Aurora - Public Works



00 24 00 – SPECIAL SCHEDULE CONSIDERATION

PART 1 - GENERAL

1.04 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.05 OUT OF SEQUENCE WORK

- A. Subcontractors recognize that certain work activities will be performed out of sequence. This work is generally required to support larger goals of the overall project schedule. General Conditions Access, which benefits the project as a whole, may necessitate leaving areas undone, until such time that normal access can be obtained to the work areas. Upon this access to the work areas, the subcontractor's unfinished work activities will be allowed to proceed and conclude.
- B. Owner Furnished Equipment and Systems may be bought out while the Project is in progress. This is normal and necessary to this type of project, in that it allows the Owner to negotiate for the latest technology available. There will be areas where work activities can only progress to a certain point, until such time the Owner has secured their vendor supplied equipment or systems. The subcontractors will coordinate through the Construction Manager, any and all out of sequence work meant to support the incorporation of this Owner Furnished Equipment and Systems.
- C. Subcontractors will recognize that other trades may have normally anticipated long lead time deliveries of materials, equipment, and/or systems that will necessitate leaving areas undone. All subcontractors will be required to coordinate their intersecting work activities, and support the future installation of those identified long lead items. This and the before mentioned out of sequence work will be performed at no extra cost to the Owner or Construction Manager.

END OF 00 24 00 – SPECIAL SCHEDULE CONSIDERATION

BIDDER'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (____) _____ EMAIL: _____

1. BASE BID:

BID PACKAGE # _____ BID PACKAGE NAME: _____

The Undersigned, having inspected the construction site and having familiarized themselves with the conditions likely to be encountered affecting the cost and schedule of the work, and having thoroughly familiarized themselves with the Bidding Documents; hereby proposes to provide all labor, materials, tools, equipment, utilities, transportation, supervision services, and incidentals necessary to construct and complete their respective Bid Package for the Aurora Public Works Facility located at 2000 Liberty Street, Aurora, IL 60502. In accordance with said Contract Documents, for the

Dollars (\$)

2. ALTERNATES:

00 40 00-1

3. VOLUNTARY ALTERNATES:

Please check here _____ if you have a Voluntary Alternate. On your company letterhead, state your Voluntary Alternate idea(s), descriptions, product data, etc., along with a Deduct \$ from Base Bid savings, and attach it to this Bid Proposal.

4. UNIT PRICES:

None.

5. MULTIPLE BID PACKAGE SAVINGS (OPTIONAL)

If bidding more than one bid package, it is assumed that there might be some savings to the Owner if you are awarded multiple bid packages.

If Bidding (2) Two Bid Packages:

If awarded _____ and _____ bid packages,
(list bid package) (list bid package)

DEDUCT \$ _____ from the combination price of both bid packages.

If Bidding (3) Three Bid Packages:

If awarded _____ and _____ and _____ bid packages,
(list bid package) (list bid package) (list bid package)

DEDUCT \$ _____ from the combination price of all three bid packages.

6. PROPOSED PRODUCT SUBSTITUTION LIST:

The Base Bid is understood to include only those products which are specified in the bidding documents. The following is a list of substitute products which bidder proposes to furnish on this project, with the difference in price being added or deducted from the Base Bid. Bidder understands that acceptance of any proposed substitution is at Owner's Option. Approval or rejection of any substitutions listed below will be indicated prior to executing the contract.

MANUFACTURER'S NAME AND PRODUCT	ADD	DEDUCT
_____	_____	_____

7. UNDERSTANDING: The Undersigned in submitting this proposal agrees to the following:

- A. Not to withdraw their proposal for a period of ninety (90) days after the bid of the Bid Opening.
- B. To enter into and execute a Contract, if same is awarded to them on the basis of this Proposal, and to furnish Contract Bonds (if required), within five days of a written "Notice of Award".
- C. To construct the Work in accordance with the intent of the Contract Documents.
- D. That the owner reserves the right to reject any and all Bids and to waive irregularities in the Bidding, and to award the contract in its best interest.
- E. That any alterations to this Bid Form may result in disqualification of the Bid.

8. CONTRACT DOCUMENTS: The Undersigned acknowledges the following documents as the basis for their proposal:

- A. Advertisement for Bids.
- B. Instruction to Bidders.
- C. Standard Form of Agreement between Contractor and Subcontractor, AGC Document No. 750 Edition by reference.
- D. Supplementary and General Conditions. Refer to AIA – A201 – 2007 Version.
- E. Project Manual including all Divisions and Sections of the Specifications.
- F. Drawings.
- G. Scope of Work letters per individual trade/specifications.
- H. **ADDENDA:** The undersigned further acknowledges receipt of Addenda as listed below and represents that any additions to, modifications of, or deletions from the Work specified, as called for in these Addenda, is included in the Base Bid Sum.

Please fill in Addenda acknowledged:

ADDENDUM:

No.: _____ Date: _____

No.: _____ Date: _____

No.: _____ Date: _____

No.: _____

Date: _____

9. BID SECURITY: The undersigned shall attach to this Form of Proposal a Bid Bond, bank cashier's check, or cash in an amount not less than 10% of the Base Bid amount, payable to City of Aurora which is agreed will be forfeited to the Owner if the undersigned fails to execute the Standard Form of Agreement between Contractor and Subcontractor (AGC Document No. 750) as modified herein by the Supplementary Conditions, and which is hereby made a part of this Contract Document by reference, and furnish evidence of their ability to become bonded and provide insurance coverage as specified, within five days after Owner's notification of the intent to award the contract to the undersigned.

10. IN SIGNING AND SUBMITTING THIS BID, THE UNDERSIGNED CERTIFIES THAT ALL MATERIALS AND CONSTRUCTION TO BE PROVIDED ARE AS SPECIFIED IN THE PROPOSED CONTRACT DOCUMENTS.

11. TAX EXEMPTION: The Owner **IS NOT** subject to Illinois Retailer's Occupation Tax and Use Tax (Sales Tax).

12. ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER

A. The Undersigned hereby designates the address given below as the legal address to which all notices, direction, or other communications may be served or mailed.

Name of Firm or Joint Venture: _____

Street Address: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (____) _____ FAX: (____) _____

B. The Undersigned hereby declares that the Bidder has the legal status indicated below.

1. If a partnership, give full names of all partners:

2. If a Corporation, indicate state which incorporated: _____

AFFIX SEAL

C. The Undersigned hereby affirms that they are qualified to do business in the State of Illinois.

D. Signatures:

1. Individual, Partnership or Corporation:

Name: _____

By: _____

Title: _____

2. Parties to Joint Venture:

Name: _____

By: _____

Title: _____

Address: _____

END OF 00 40 00 – BID PROPOSAL FORM

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

☐ Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- I. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/)

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____)_____

Subscribed and Sworn to
Before me this ____ day
of _____, 2024

Notary Public

R.C. Wegman Construction Company
Construction Manager
Aurora Public Works Facility
STATE OF ILLINOIS)
)
County of Kane)

Return with Bid

BIDDER’S TAX CERTIFICATION

(BIDDER’S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2024.

By _____
(Signature of Bidder’s Executing Officer)

(Print name of Bidder’s Executing Officer)

(Title)

ATTEST/WITNESS:

By _____
Title _____

Subscribed and sworn to before me this
_____ day of _____, 2024.

Notary Public

(SEAL)

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

☐ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: _____

By: _____
(Signature)

Address: _____

Title _____

Kane County Prevailing Wage Rates posted on 1/25/2024

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.70	52.70	2.0	1.5	2.0	2.0	11.89	27.82	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	N	BLD		45.48	47.88	1.5	1.5	2.0	2.0	14.37	18.21	0.00	0.91	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	S	BLD		44.15	46.95	1.5	1.5	2.0	2.0	17.30	16.36	0.00	1.54	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		49.22	67.16	1.5	1.5	2.0	2.0	7.00	13.79	0.00	1.47	1.48	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		37.81	67.16	1.5	1.5	2.0	2.0	7.00	10.58	0.00	1.14	1.13	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		59.17	67.16	1.5	1.5	2.0	2.0	7.00	16.57	0.00	1.77	1.78	0.00	0.00
ELECTRIC PWR TRK DRV	All	ALL		39.19	67.16	1.5	1.5	2.0	2.0	7.00	10.98	0.00	1.17	1.18	0.00	0.00
ELECTRICIAN	N	ALL		54.61	59.01	1.5	1.5	2.0	2.0	16.24	21.75	0.00	1.64	0.00	0.00	0.00
ELECTRICIAN	S	BLD		53.32	57.57	1.5	1.5	2.0	2.0	18.05	19.93	0.00	1.87	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	All	ALL		47.12	52.77	1.5	1.5	1.5	1.5	13.06	25.13	0.00	0.00	0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		51.99	58.23	2.0	2.0	2.0	2.0	13.06	29.22	0.00	1.80	0.00	0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00

Kane County Prevailing Wage Rates posted on 1/25/2024

MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	E	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80	0.00	0.75	0.00	0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00

Kane County Prevailing Wage Rates posted on 1/25/2024

TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	42.76	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	42.91	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	43.11	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	43.31	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

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

Kane County Prevailing Wage Rates posted on 1/25/2024

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation

Kane County Prevailing Wage Rates posted on 1/25/2024

of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Kane County Prevailing Wage Rates posted on 1/25/2024

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical;

Kane County Prevailing Wage Rates posted on 1/25/2024

Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Kane County Prevailing Wage Rates posted on 1/25/2024

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Kane County Prevailing Wage Rates posted on 1/25/2024

00 50 00 – CONTRACT FORMS

1. The Contract Agreement Form shall be AGC Document No. 750; a sample contract Form is attached to this Section.
2. The Application for Payment Form shall be AIA Document G702 – “Application and Certification for Payment,” supported by AIA Document G703 – “Continuation Sheet”.
3. Certified Payroll is required for this project; a sample Form is attached to this Section.
4. In general, other AIA Forms will be utilized as required for Change Orders, Certificate of Substantial Completion, Etc.

Copies of all Contract Forms may be examined at the office of the Construction Manager

END OF 00 50 00 – CONTRACT FORMS



CONSENSUSDOCS 750

STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

JOB NO.

This document was developed through a collaborative effort of entities representing a wide cross-section of the construction industry. The organizations endorsing this document believe it represents a fair and reasonable consensus among the collaborating parties of allocation of risk and responsibilities in an effort to appropriately balance the critical interests and concerns of all project participants.

These endorsing organizations recognize and understand that users of this document must review and adapt this document to meet their particular needs, the specific requirements of the project, and applicable laws. Users are encouraged to consult legal, insurance and surety advisors before modifying or completing this document. Further information on this document and the perspectives of endorsing organizations is available in the ConsensusDOCS Guidebook.

TABLE OF ARTICLES

1. AGREEMENT
2. SCOPE OF WORK
3. SUBCONTRACTOR'S RESPONSIBILITIES
4. CONTRACTOR'S RESPONSIBILITIES
5. PROGRESS SCHEDULE
6. SUBCONTRACT AMOUNT

7. CHANGES IN THE SUBCONTRACT WORK

8. PAYMENT

9. INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION

10. CONTRACTOR'S RIGHT TO PERFORM SUBCONTRACTOR'S RESPONSIBILITIES AND
TERMINATION OF AGREEMENT

11. DISPUTE RESOLUTION

12. MISCELLANEOUS PROVISIONS

13. EXISTING SUBCONTRACT DOCUMENTS

This Agreement has important legal and insurance consequences. Consultations with an attorney and with insurance and surety consultants are encouraged with respect to its completion or modification. Notes indicate where information is to be inserted to complete this Agreement. For purposes of this agreement the nomenclature General Contractor, Contractor, and Construction Manager are synonymous. Also, the nomenclature Trade Contractor and Subcontractor are synonymous.

ARTICLE 1

AGREEMENT

This Agreement is made this Day of in the year, by and between the

CONTRACTOR

R.C. WEGMAN CONSTRUCTION COMPANY

750 Morton Avenue

Aurora, IL 60506-2817

Tel: 630.844.3000 Fax: 630.844.3003

and the

SUBCONTRACTOR

for services in connection with the

SUBCONTRACT WORK

for the following

PROJECT

whose

OWNER is

The **ARCHITECT/ENGINEER** for the Project is

Notice to the Parties shall be given at the above addresses.

ARTICLE 2

SCOPE OF WORK

2.1 SUBCONTRACT WORK The Contractor contracts with the Subcontractor as an independent contractor to provide all labor, materials, equipment and services necessary or incidental to complete the work for the project described in Article 1 and as may be set forth in further detail in Exhibit A, in accordance with, and reasonably inferable from, that which is indicated in the Subcontract Documents, and consistent with the Progress Schedule, as may change from time to time. The Subcontractor shall perform the Subcontract Work under the general direction of the Contractor and in accordance with the Subcontract Documents.

2.2 CONTRACTOR'S WORK The Contractor's Work is the construction and services required of the Contractor to fulfill its obligations pursuant to its agreement with the Owner (the Work). The Subcontract Work is a portion of the Contractor's Work.

2.2.1 The Contractor and the Subcontractor shall perform their obligations with integrity, ensuring at a minimum that:

2.2.1.1 Conflicts of interest shall be avoided or disclosed promptly to the other Party; and

2.2.1.2 The Contractor and the Subcontractor warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

2.3 SUBCONTRACT DOCUMENTS The Subcontract Documents include this Agreement, the Owner-Contractor agreement, special conditions, general conditions, specifications, drawings, addenda, Subcontract Change Orders, approved submittals, amendments and any pending and exercised alternates. The Contractor shall provide to the Subcontractor, prior to the execution of this Agreement, copies of the existing Subcontract Documents to which the Subcontractor will be bound. The Subcontractor similarly shall provide copies of applicable portions of the Subcontract Documents to its proposed subcontractors and suppliers. Nothing shall prohibit the Subcontractor from obtaining copies of the Subcontract Documents from the Contractor at any time after the Subcontract Agreement is executed. The Subcontract Documents existing at the time of the execution of this Agreement are listed in Article 13.

2.3.1 **ELECTRONIC DOCUMENTS** If the Owner requires that the Owner, Architect/Engineer, Contractor and Subcontractors exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Architect/Engineer and Contractor shall agree in ConsensusDOCS 200.2 or a written protocol governing all exchanges, which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software and services; (4) acceptable formats, transmission methods and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. The Subcontractor shall provide whatever input is needed to assist the Contractor in developing the protocol and shall be bound by the requirements of the written protocol. Except as otherwise agreed to by the Parties in writing, the Parties shall each bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

2.4 **CONFLICTS** In the event of a conflict between this Agreement and the other Subcontract Documents, this Agreement shall govern.

2.5 **EXTENT OF AGREEMENT** Nothing in this Agreement shall be construed to create a contractual relationship between persons or entities other than the Contractor and Subcontractor. This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

2.6 **DEFINITIONS**

2.6.1 Wherever the term Progress Schedule is used in this Agreement, it shall be read as Project Schedule when that term is used in the Subcontract Documents.

2.6.2 Whenever the term Change Order is used in this Agreement, it shall be read as Change Document when that term is used in the Subcontract Documents.

2.6.3 Unless otherwise indicated, the term Day shall mean calendar day.

ARTICLE 3

SUBCONTRACTOR'S RESPONSIBILITIES

3.1 **OBLIGATIONS** The Contractor and Subcontractor are hereby mutually bound by the terms of this Agreement. To the extent the terms of the Owner-Contractor agreement apply to the Subcontract Work, then the Contractor hereby assumes toward the Subcontractor all the obligations, rights, duties, and redress that the Owner under the prime contract assumes toward the Contractor. In an identical way, the Subcontractor hereby assumes toward the Contractor all the same obligations, rights, duties, and redress that the Contractor assumes toward the Owner and Architect/Engineer under the prime contract. In the event of an inconsistency among the documents, the specific terms of this Agreement shall govern.

3.2 **RESPONSIBILITIES** The Subcontractor agrees to furnish its diligent efforts and judgment in the performance of the Subcontract Work and to cooperate with the Contractor so that the Contractor may fulfill its obligations to the Owner. The Subcontractor shall furnish all of the labor, materials, equipment, and services, including but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontract Work. The Subcontractor shall provide the Contractor a list of its proposed subcontractors and suppliers, and be responsible for taking field dimensions, providing tests, obtaining required permits related to the Subcontract Work and affidavits, ordering of materials and all other actions as required to meet the Progress Schedule.

3.3 **INCONSISTENCIES AND OMISSIONS** The Subcontractor shall make a careful analysis and comparison of the drawings, specifications, other Subcontract Documents and information furnished by the Owner relative to the Subcontract Work. Such analysis and comparison shall be solely for the purpose

of facilitating the Subcontract Work and not for the discovery of errors, inconsistencies or omissions in the Subcontract Documents nor for ascertaining if the Subcontract Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules or regulations. Should the Subcontractor discover any errors, inconsistencies or omissions in the Subcontract Documents, the Subcontractor shall report such discoveries to the Contractor in writing within three (3) Days. Upon receipt of notice, the Contractor shall instruct the Subcontractor as to the measures to be taken, and the Subcontractor shall comply with the Contractor's instructions. If the Subcontractor performs work knowing it to be contrary to any applicable laws, statutes, ordinances, building codes, rules or regulations without notice to the Contractor and advance approval by appropriate authorities, including the Contractor, the Subcontractor shall assume appropriate responsibility for such work and shall bear all associated costs, charges, fees and expenses necessarily incurred to remedy the violation. Nothing in this paragraph shall relieve the Subcontractor of responsibility for its own errors, inconsistencies and omissions.

3.4 SITE VISITATION Prior to performing any portion of the Subcontract Work, the Subcontractor shall conduct a visual inspection of the Project site to become generally familiar with local conditions and to correlate site observations with the Subcontract Documents. If the Subcontractor discovers any discrepancies between its site observations and the Subcontract Documents, such discrepancies shall be promptly reported to the Contractor.

3.5 INCREASED COSTS OR TIME The Subcontractor may assert a Claim as provided in Article 7 if Contractor's clarifications or instructions in responses to requests for information are believed to require additional time or cost. If the Subcontractor fails to perform the reviews and comparisons required in Paragraphs 3.3 and 3.4, above, to the extent the Contractor is held liable to the Owner because of the Subcontractor's failure, the Subcontractor shall pay the costs and damages to the Contractor that would have been avoided if the Subcontractor had performed those obligations.

3.6 COMMUNICATIONS Unless otherwise provided in the Subcontract Documents and except for emergencies, Subcontractor shall direct all communications related to the Project to the Contractor.

3.7 SUBMITTALS

3.7.1 The Subcontractor promptly shall submit for approval to the Contractor all shop drawings, samples, product data, manufacturers' literature and similar submittals required by the Subcontract Documents. Submittals shall be submitted in electronic form if required in accordance with Subparagraph 2.3.1. The Subcontractor shall be responsible to the Contractor for the accuracy and conformity of its submittals to the Subcontract Documents. The Subcontractor shall prepare and deliver its submittals to the Contractor in a manner consistent with the Progress Schedule and in such time and sequence so as not to delay the Contractor or others in the performance of the Work. The approval of any Subcontractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Subcontract Documents unless express written approval is obtained from the Contractor and Owner authorizing such deviation, substitution or change. Such approval shall be promptly memorialized in a Subcontract Change Order with in seven (7) Days following approval by the Contractor and, if applicable, provide for an adjustment in the Subcontract Amount or Subcontract Time. In the event that the Subcontract Documents do not contain submittal requirements pertaining to the Subcontract Work, the Subcontractor agrees upon request to submit in a timely fashion to the Contractor for approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Contractor, Owner or Architect/Engineer.

3.7.2 The Contractor, Owner, and Architect/Engineer are entitled to rely on the adequacy, accuracy and completeness of any professional certifications required by the Subcontract Documents concerning the performance criteria of systems, equipment or materials, including all relevant calculations and any governing performance requirements.

3.8 DESIGN DELEGATION

3.8.1 If the Subcontract Documents (1) specifically require the Subcontractor to procure design services and (2) specify all design and performance criteria, the Subcontractor shall provide those design services necessary to satisfactorily complete the Subcontract Work. Design services provided by the Subcontractor shall be procured from licensed design professionals retained by the Subcontractor as permitted by the law of the place where the Project is located (the Designer). The Designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Subcontract Work designed or certified by the Designer, if prepared by others, shall bear the Subcontractor's and the Designer's written approvals when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the Designer.

3.8.2 If the Designer is an independent professional, the design services shall be procured pursuant to a separate agreement between the Subcontractor and the Designer. The Subcontractor-Designer agreement shall not provide for any limitation of liability, except to the extent that consequential damages are waived pursuant to Subparagraph 5.4.1, or exclusion from participation in the multiparty proceedings requirement of Paragraph 11.4. The Designer(s) is (are)

_____. The Subcontractor shall notify the Contractor in writing if it intends to change the Designer. The Subcontractor shall be responsible for conformance of its design with the information given and the design concept expressed in the Subcontract Documents. The Subcontractor shall not be responsible for the adequacy of the performance or design criteria required by the Subcontract Documents.

3.8.3 The Subcontractor shall not be required to provide design services in violation of any applicable law.

3.9 TEMPORARY SERVICES The Subcontractor's and Contractor's respective responsibilities for temporary services are set forth in Exhibit -.

3.10 COORDINATION The Subcontractor shall:

3.10.1 cooperate with the Contractor and all others whose work may interface with the Subcontract Work;

3.10.2 specifically note and immediately advise the Contractor of any such interface with the Subcontract Work; and

3.10.3 participate in the preparation of coordination drawings and work schedules in areas of congestion.

3.11 SUBCONTRACTOR'S REPRESENTATIVE The Subcontractor shall designate a person, subject to Contractor's approval, who shall be the Subcontractor's authorized representative. This representative shall be the only person to whom the Contractor shall issue instructions, orders or directions, except in an emergency. The Subcontractor's representative is _____, who is agreed to by the Contractor.

3.12 TESTS AND INSPECTIONS The Subcontractor shall schedule all required tests, approvals and inspections of the Subcontract Work at appropriate times so as not to delay the progress of the work. The Subcontractor shall give proper written notice to all required Parties of such tests, approvals and inspections. Except as otherwise provided in the Subcontract Documents the Subcontractor shall bear all expenses associated with tests, inspections and approvals required of the Subcontractor by the Subcontract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by the Contractor and Owner. Required certificates of testing, approval or

inspection shall, unless otherwise required by the Subcontract Documents, be secured by the Subcontractor and promptly delivered to the Contractor.

3.13 CLEANUP

3.13.1 The Subcontractor shall at all times during its performance of the Subcontract Work keep the Work site clean and free from debris resulting from the Subcontract Work. Prior to discontinuing the Subcontract Work in an area, the Subcontractor shall clean the area and remove all its rubbish and its construction equipment, tools, machinery, waste and surplus materials. Subcontractor shall make provisions to minimize and confine dust and debris resulting from its construction activities. The Subcontractor shall not be held responsible for unclean conditions caused by others.

3.13.2 If the Subcontractor fails to commence compliance with cleanup duties within two (2) business Days after written notification from the Contractor of non-compliance, the Contractor may implement appropriate cleanup measures without further notice and the cost thereof shall be deducted from any amounts due or to become due the Subcontractor in the next payment period.

3.13.3 Trade Contractors are responsible for cleaning all debris related to their work and placed in dumpsters provided by others unless noted otherwise. This is to be performed daily to maintain a safe working environment.

3.14 SAFETY

3.14.0 The Trade Contractor at its own expense shall conform to the Safety Program of the Construction Manager, or the Trade Contractor's which ever is more stringent. In addition, the Trade Contractor shall also follow all applicable State, Local, and Federal Safety Regulations. The Trade Contractor must also, at its own expense, provide training for its employees on any/all safety policies, procedures, and regulations that are applicable. The Trade Contractor shall supply and maintain copies of the Material Data Sheets for all materials brought in and used on site. The MSDS should be available to all project personnel.

3.14.0.1 Personal radios, CD players, etc. any and all listening devices are not permitted on construction site.

3.14.0.2 This project is smoke free, drug free, and alcohol free; use of same is strictly prohibited and will not be tolerated.

3.14.0.3 In the event of an accident involving the subcontractors personnel/employees (and it is not caused by others) that would cause an OSHA investigation, the subcontractor will pay the costs related to R.C. Wegman hiring of an independent safety consultant to provide representation and coordination with OSHA and any reporting of the event. Also cost incurred by R.C. Wegman to staff meetings related to an accident investigation will be paid for by the subcontractor. Payment will be direct or deducted from contract payment. If an OSHA visit results in follow up meetings of the subcontractor, that would require R.C. Wegman staff or consultant, then the same reimbursement stated above will apply.

3.14.1 The Subcontractor is required to perform the Subcontract Work in a safe and reasonable manner. The Subcontractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

3.14.1.1 Employees and other persons at the site;

3.14.1.2 Materials and equipment stored at the site or at off-site locations for use in performance of the Subcontract Work; and

3.14.1.3 All property and structures located at the site and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.14.2 The Subcontractor shall give all required notices and comply with all applicable rules, regulations, orders and other lawful requirements established to prevent injury, loss or damage to persons or property.

3.14.3 The Subcontractor shall implement appropriate safety measures pertaining to the Subcontract Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the site and adjacent to the site from injury, loss or damage.

3.14.4 The Subcontractor shall exercise extreme care in carrying out any of the Subcontract Work which involves explosive or other dangerous methods of construction or hazardous procedures, materials or equipment. The Subcontractor shall use properly qualified individuals or entities to carry out the Subcontract Work in a safe and reasonable manner so as to reduce the risk of bodily injury or property damage.

3.14.5 Damage or loss not insured under property insurance and to the extent caused by the negligent acts or omissions of the Subcontractor, or anyone for whose acts the Subcontractor may be liable, shall be promptly remedied by the Subcontractor. Damage or loss to the extent caused by the negligent acts or omissions of the Contractor, or anyone for whose acts the Contractor may be liable, shall be promptly remedied by the Contractor.

3.14.6 The Subcontractor is required to designate an individual at the site in the employ of the Subcontractor who shall act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Subcontractor in writing to the Contractor, the designated safety representative shall be the Subcontractor's project superintendent. Such safety representative shall attend site safety meetings as requested by the Contractor.

3.14.7 The Subcontractor has an affirmative duty not to overload the structures or conditions at the site and shall take reasonable steps not to load any part of the structures, or site so as to give rise to an unsafe condition or create an unreasonable risk of bodily injury or property damage. The Subcontractor shall have the right to request, in writing, from the Contractor loading information concerning the structures at the site.

3.14.8 The Subcontractor shall give prompt written notice to the Contractor of any accident involving bodily injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500.00) in value, or any failure that could have resulted in serious bodily injury, whether or not such an injury was sustained.

3.14.9 Prevention of accidents at the site is the responsibility of the Contractor, Subcontractor, and all other subcontractors, persons and entities at the site. Establishment of a safety program by the Contractor shall not relieve the Subcontractor or other Parties of their safety responsibilities. The Subcontractor shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Contractor and Owner, including, but not limited to, requirements imposed by the Subcontract Documents. The Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Subcontract Work which the Contractor deems unsafe until corrective measures satisfactory to the Contractor shall have been taken. The Contractor's failure to stop the Subcontractor's unsafe practices shall not relieve the Subcontractor of the responsibility therefor. The Subcontractor shall notify the Contractor immediately following a reportable incident under applicable rules, regulations, orders and other lawful requirements, and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the Contractor. To the fullest extent permitted by law, each Party to this Agreement shall indemnify the other party from and against fines or penalties imposed as a result of safety violations, but only to the extent that such

finer or penalties are caused by its failure to comply with applicable safety requirements. ~~This indemnification obligation does not extend to additional or increased fines that result from repeated or willful violations not caused by the Subcontractor's failure to comply with applicable rules, regulations, orders and other lawful requirements.~~

3.14.10 This project is an Alcohol and Drug free workplace. Be advised that any incident/accident/injury that requires any documentation/action/medical attention will be required to submit to medically supervised diagnostic testing of breath, urine, and/or blood samples for illegal drugs, unauthorized alcohol or other intoxicants. Any tests confirming positive for an unauthorized prohibited substance, alcohol, or other intoxicants will be subject to disciplinary action of immediate expulsion and termination of employment at this specific project site and all R.C. Wegman construction projects.

3.15 PROTECTION OF THE WORK The Subcontractor shall take necessary precautions to properly protect the Subcontract Work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the Work or property of the Owner, the Contractor or others, the Subcontractor shall promptly remedy such damage to the satisfaction of the Contractor, or the Contractor may, after forty-eight (48) hours written notice to the Subcontractor, remedy the damage and deduct its cost from any amounts due or to become due the Subcontractor, unless such costs are recovered under applicable property insurance.

3.16 PERMITS, FEES, LICENSES AND TAXES The Subcontractor shall give timely notices to authorities pertaining to the Subcontract Work, and shall be responsible for all permits, fees, licenses, assessments, inspections, testing and taxes necessary to complete the Subcontract Work in accordance with the Subcontract Documents. To the extent reimbursement is obtained by the Contractor from the Owner under the Owner-Contractor agreement, the Subcontractor shall be compensated for additional costs resulting from taxes enacted after the date of this Agreement.

3.17 ASSIGNMENT OF SUBCONTRACT WORK The Subcontractor shall neither assign the whole nor any part of the Subcontract Work without prior written approval of the Contractor.

3.18 HAZARDOUS MATERIALS To the extent that the Contractor has rights or obligations under the Owner-Contractor agreement or by law regarding hazardous materials as defined by the Subcontract Document within the scope of the Subcontract Work, the Subcontractor shall have the same rights or obligations.

3.19 MATERIAL SAFETY DATA (MSD) SHEETS The Subcontractor shall submit to the Contractor all Material Safety Data Sheets required by law for materials or substances necessary for the performance of the Subcontract Work. MSD sheets obtained by the Contractor from other subcontractors or sources shall be made available to the Subcontractor by the Contractor.

3.20 LAYOUT RESPONSIBILITY AND LEVELS The Contractor shall establish principal axis lines of the building and site, and benchmarks. The Subcontractor shall lay out and be strictly responsible for the accuracy of the Subcontract Work and for any loss or damage to the Contractor or others by reason of the Subcontractor's failure to lay out or perform Subcontract Work correctly. The Subcontractor shall exercise prudence so that the actual final conditions and details shall result in alignment of finish surfaces.

3.21 WARRANTIES The Subcontractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Subcontract Documents, and free from defective workmanship and materials. The Subcontractor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Subcontract Documents. The Subcontractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Others, or abuse. The Subcontractor's warranties shall commence on the date of Substantial Completion of the Work or a designated portion.

3.22 UNCOVERING/CORRECTION OF SUBCONTRACT WORK

3.22.1 UNCOVERING OF SUBCONTRACT WORK

3.22.1.1 If required in writing by the Contractor, the Subcontractor must uncover any portion of the Subcontract Work which has been covered by the Subcontractor in violation of the Subcontract Documents or contrary to a directive issued to the Subcontractor by the Contractor. Upon receipt of a written directive from the Contractor, the Subcontractor shall uncover such work for the Contractor's or Owner's inspection and restore the uncovered Subcontract Work to its original condition at the Subcontractor's time and expense.

3.22.1.2 The Contractor may direct the Subcontractor to uncover portions of the Subcontract Work for inspection by the Owner or Contractor at any time. The Subcontractor is required to uncover such work whether or not the Contractor or Owner had requested to inspect the Subcontract Work prior to it being covered. Except as provided in Subparagraph 3.22.1.1, this Agreement shall be adjusted by change order for the cost and time of uncovering and restoring any work which is uncovered for inspection and proves to be installed in accordance with the Subcontract Documents, provided the Contractor had not previously instructed the Subcontractor to leave the work uncovered. If the Subcontractor uncovers work pursuant to a directive issued by the Contractor, and such work upon inspection does not comply with the Subcontract Documents, the Subcontractor shall be responsible for all costs and time of uncovering, correcting and restoring the work so as to make it conform to the Subcontract Documents. If the Contractor or some other entity for which the Subcontractor is not responsible caused the nonconforming condition, the Contractor shall be required to adjust this Agreement by change order for all such costs and time.

3.22.2 CORRECTION OF WORK

3.22.2.1 If the Architect/Engineer or Contractor rejects the Subcontract Work or the Subcontract Work is not in conformance with the Subcontract Documents, the Subcontractor shall promptly correct the Subcontract Work whether it had been fabricated, installed or completed. The Subcontractor shall be responsible for the costs of correcting such Subcontract Work, any additional testing, inspections, and compensation for services and expenses of the Architect/Engineer and Contractor made necessary by the defective Subcontract Work.

3.22.2.2 In addition to the Subcontractor's obligations under Paragraph 3.21, the Subcontractor agrees to promptly correct, after receipt of a written notice from the Contractor, all Subcontract Work performed under this Agreement which proves to be defective in workmanship or materials within a period of one year from the date of Substantial Completion of the Subcontract Work or for a longer period of time as may be required by specific warranties in the Subcontract Documents. Substantial Completion of the Subcontract Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Subcontract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. If, during the one-year period, the Contractor fails to provide the Subcontractor with prompt written notice of the discovery of defective or nonconforming Subcontract Work, the Contractor shall neither have the right to require the Subcontractor to correct such Subcontract Work nor the right to make claim for breach of warranty. If the Subcontractor fails to correct defective or nonconforming Subcontract Work within a reasonable time after receipt of notice from the Contractor, the Contractor may correct such Subcontract Work pursuant to Subparagraph 10.1.1.

3.22.3 The Subcontractor's correction of Subcontract Work pursuant to this Paragraph 3.22 shall

not extend the one-year period for the correction of Subcontract Work, but if Subcontract Work is first performed after Substantial Completion, the one-year period for corrections shall be extended by the time period after Substantial Completion and the performance of that portion of Subcontract Work. The Subcontractor's obligation to correct Subcontract Work within one year as described in this Paragraph 3.22 does not limit the enforcement of Subcontractor's other obligations with regard to the Agreement and the Subcontract Documents.

3.22.4 If the Subcontractor's correction or removal of Subcontract Work destroys or damages completed or partially completed work of the Owner, the Contractor or any separate contractors or subcontractors, the Subcontractor shall be responsible for the reasonable cost of correcting such destroyed or damaged property.

3.22.5 If portions of Subcontract Work which do not conform with the requirements of the Subcontract Documents are neither corrected by the Subcontractor nor accepted by the Contractor, the Subcontractor shall remove such Subcontract Work from the Project site if so directed by the Contractor.

3.23 MATERIALS OR EQUIPMENT FURNISHED BY OTHERS In the event the scope of the Subcontract Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to exercise proper care in receiving, handling, storing and installing such items, unless otherwise provided in the Subcontract Documents. The Subcontractor shall examine the items provided and report to the Contractor in writing any items it may discover that do not conform to requirements of the Subcontract Documents. The Subcontractor shall not proceed to install non-conforming items without further instructions from the Contractor. Loss or damage due to acts or omissions of the Subcontractor shall, upon two (2) business Days written notice to the Subcontractor be deducted from any amounts due or to become due the Subcontractor.

3.24 SUBSTITUTIONS No substitutions shall be made in the Subcontract Work unless permitted in the Subcontract Documents, and only upon the Subcontractor first receiving all approvals required under the Subcontract Documents for substitutions.

3.25 USE OF CONTRACTOR'S EQUIPMENT The Subcontractor, its agents, employees, subcontractors or suppliers shall use the Contractor's equipment only with the express written permission of the Contractor's designated representative and in accordance with the Contractor's terms and conditions for such use. If the Subcontractor or any of its agents, employees, subcontractors or suppliers utilize any of the Contractor's equipment, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Contractor, the Subcontractor shall indemnify and be liable to the Contractor as provided in Article 9 for any loss or damage (including bodily injury or death) which may arise from such use, except to the extent that such loss or damage is caused by the negligence of the Contractor's employees operating the Contractor's equipment.

3.26 WORK FOR OTHERS Until final completion of the Subcontract Work, the Subcontractor agrees not to perform any work directly for the Owner or any tenants, or deal directly with the Owner's representatives in connection with the Subcontract Work, unless otherwise approved in writing by the Contractor.

3.27 SYSTEMS AND EQUIPMENT STARTUP With the assistance of the Owner's maintenance personnel and the Contractor, the Subcontractor shall direct the check-out and operation of systems and equipment for readiness, and assist in their initial startup and the testing of the Subcontract Work.

3.28 COMPLIANCE WITH LAWS The Subcontractor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances and regulations (the Laws) applicable to the Subcontract Work, including but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, safety and all other Laws with which the Contractor must comply. The Subcontractor shall be liable to the Contractor and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Subcontractor, its

employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties or corrective measures, except as provided in Subparagraph 3.14.9.

3.29 CONFIDENTIALITY To the extent the Owner-Contractor agreement provides for the confidentiality of any of the Owner's proprietary or otherwise confidential information disclosed in connection with the performance of this Agreement, the Subcontractor is equally bound by the Owner's confidentiality requirements.

3.29.1 The Trade Contractor / Subcontractor will not post any pictures, videos, computer files, correspondence or any information regarding the contract or any of the parties to the contract, or the project: on any social media site such as radio, television, internet, or printed material without written permission from Contractor. The Trade Contractor / Subcontractor agrees that disregarding this portion of the contract results in damages to Contractor in the amount of \$125,000.00; minimally.

3.30 ROYALTIES, PATENTS AND COPYRIGHTS The Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Subcontractor and incorporated in the Subcontract Work. The Subcontractor shall defend, indemnify and hold the Contractor and Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Subcontractor shall be liable for all loss, including all costs, expenses, and attorneys' fees, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Subcontract Documents. However, if the Subcontractor has reason to believe that a particular design, process or product required by the Subcontract Documents is an infringement of a patent, the Subcontractor shall promptly furnish such information to the Contractor or be responsible to the Contractor and Owner for any loss sustained as a result.

3.31 LABOR RELATIONS (Insert here any conditions, obligations or requirements relative to labor relations and their effect on the project. Legal counsel is recommended.)

3.31.1 The Trade Contractor and any sub-trade contractor will utilize employees of an AFL/CIO represented labor organization. The Owners may complete certain portions of the work with their own forces and or trade contractors. The Trade Contractor will not strike for any reason related to the Owners self performance of portions of the work. The Trade Contractors will not hamper the performance of the Owners' forces or Trade Contractors.

3.31.2 The Trade Contractor shall procure its material from such source and employ such labor subject to Trade Contractors terms and conditions in order to insure harmonious labor relations on the site and prevent strikes of labor disputes affecting the labor employed by the Trade Contractor. The Construction Manager has the option to terminate this Agreement and hold the Trade Contractor liable for increased costs and damages.

3.31.3 The Trade Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for settlement of jurisdictional disputes which may affect either nationally or in the locality in which the work is being done. The Trade Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Trade Contractor is signature bound by the agreement establishing the impartial jurisdictional dispute board and/or its successor. The Trade Contractor agrees not to cause a work stoppage due to the jurisdictional assignment of work.

3.31.4 The Trade Contractor agrees to maintain adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of the Construction Manager and other trades in order to maintain construction progress schedules as established by the Construction Manager and Owner. In the event that this force is, in judgement of the Construction Manager, inadequate to meet the established schedules during regular hours, the Trade Contractor agrees to work sufficient overtime hours, or to increase his work force to meet such

schedules at no extra cost to the Construction Manager.

ARTICLE 4

CONTRACTOR'S RESPONSIBILITIES

4.1 CONTRACTOR'S REPRESENTATIVE The Contractor shall designate a person who shall be the Contractor's authorized representative. The Contractor's representative shall be the only person the Subcontractor shall look to for instructions, orders or directions, except in an emergency. The Contractor's Representative is.

4.1.1 Trade Contractor / Subcontractor will not contact anyone about any aspect of the project other than the Contractor's Representative listed in the contract.

4.2 OWNER'S ABILITY TO PAY

4.2.1 The Subcontractor shall have the right upon request to receive from the Contractor such information as the Contractor has obtained relative to the Owner's financial ability to pay for the Work, including any subsequent material variation in such information. The Contractor, however, does not warrant the accuracy or completeness of the information provided by the Owner.

4.2.2 If the Subcontractor does not receive the information referenced in Subparagraph 4.2.1 with regard to the Owner's ability to pay for the Work as required by the Contract Documents, the Subcontractor may request the information from the Owner or the Owner's lender.

4.3 CONTRACTOR APPLICATION FOR PAYMENT Upon request, the Contractor shall give the Subcontractor a copy of the most current Contractor application for payment reflecting the amounts approved or paid by the Owner for the Subcontract Work performed to date.

~~4.4 INFORMATION OR SERVICES The Subcontractor is entitled to request through the Contractor any information or services relevant to the performance of the Subcontract Work which is under the Owner's control. The Subcontractor also is entitled to request through the Contractor any information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the recorded legal title. To the extent the Contractor receives such information and services, the Contractor shall provide them to the Subcontractor. The Contractor, however, does not warrant the accuracy or completeness of the information provided by the Owner. To the extent the Owner provides any warranty of Owner provided information, the Contractor agrees to permit the Subcontractor to prosecute a claim in the name of the Contractor for the use and benefit of the Subcontractor, pursuant to Subparagraph 5.3.2.~~

~~4.5 STORAGE AREAS The Contractor shall allocate adequate storage areas, if available, for the Subcontractor's materials and equipment during the course of the Subcontract Work. Unless otherwise agreed upon, the Contractor shall reimburse the Subcontractor for the additional costs of having to relocate such storage areas at the direction of the Contractor.~~

4.6 TIMELY COMMUNICATIONS The Contractor shall transmit to the Subcontractor, with reasonable promptness, all submittals, transmittals, and written approvals relative to the Subcontract Work. Unless otherwise specified in the Subcontract Documents, communications by and with the Subcontractor's subcontractors, materialmen and suppliers shall be through the Subcontractor.

4.7 USE OF SUBCONTRACTOR'S EQUIPMENT The Contractor, its agents, employees or suppliers shall use the Subcontractor's equipment only with the express written permission of the Subcontractor's designated representative and in accordance with the Subcontractor's terms and conditions for such use. If the Contractor or any of its agents, employees or suppliers utilize any of the Subcontractor's equipment, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Subcontractor, the Contractor shall indemnify and be liable to the Subcontractor as provided in Article

9 for any loss or damage (including bodily injury or death) which may arise from such use, except to the extent that such loss or damage is caused by the negligence of the Subcontractor's employees operating the Subcontractor's equipment.

ARTICLE 5

PROGRESS SCHEDULE

5.1 TIME IS OF THE ESSENCE Time is of the essence for both Parties. They mutually agree to see to the performance of their respective obligations so that the entire Project may be completed in accordance with the Subcontract Documents and particularly the Progress Schedule as set forth in Exhibit N/A.

5.2 SCHEDULE OBLIGATIONS The Subcontractor shall provide the Contractor with any scheduling information proposed by the Subcontractor for the Subcontract Work. In consultation with the Subcontractor, the Contractor shall prepare the schedule for performance of the Work (the Progress Schedule) and shall revise and update such schedule, as necessary, as the Work progresses. Both the Contractor and the Subcontractor shall be bound by the Progress Schedule. The Progress Schedule and all subsequent changes and additional details shall be submitted to the Subcontractor promptly and reasonably in advance of the required performance. The Contractor shall have the right to determine and, if necessary, change the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the Subcontract Work. ~~To the extent such changes increase Subcontractor's time and costs, the Subcontract Amount and Subcontract Time shall be equitably adjusted.~~

5.3 DELAYS AND EXTENSIONS OF TIME

5.3.1 OWNER CAUSED DELAY Subject to Subparagraph 5.3.2, if the commencement or progress of the Subcontract Work is delayed without the fault or responsibility of the Subcontractor, the time for the Subcontract Work shall be extended by Subcontract Change Order and the Subcontract Price equitably adjusted to the extent obtained by the Contractor under the Subcontract Documents, and the Progress Schedule shall be revised accordingly.

5.3.2 CLAIMS RELATING TO OWNER The Subcontractor agrees to initiate all claims for which the Owner is or may be liable in the manner and within the time limits provided in the Subcontract Documents for like claims by the Contractor upon the Owner and in sufficient time for the Contractor to initiate such claims against the Owner in accordance with the Subcontract Documents. At the Subcontractor's request and expense to the extent agreed upon in writing, the Contractor agrees to permit the Subcontractor to prosecute a claim in the name of the Contractor for the use and benefit of the Subcontractor in the manner provided in the Subcontract Documents for like claims by the Contractor upon the Owner.

5.3.3 CONTRACTOR CAUSED DELAY Nothing in this Article shall preclude the Subcontractor's recovery of delay damages caused by the Contractor to the extent not otherwise precluded by this Agreement.

~~**5.3.4 CLAIMS RELATING TO CONTRACTOR** The Subcontractor shall give the Contractor written notice of all claims not included in Subparagraph 5.3.2 within fourteen (14) Days of the Subcontractor's knowledge of the facts giving rise to the event for which claim is made. Thereafter, the Subcontractor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty one (21) Days after giving notice, unless the Parties agree upon a longer period of time. The Contractor shall respond in writing denying or approving, in whole or in part the Subcontractor's claim no later than fourteen (14) Days after receipt of the Subcontractor's documentation of claim. All unresolved claims, disputes and other matters in question between the Contractor and the Subcontractor not relating to claims included in Subparagraph 5.3.2 shall be resolved in the manner provided in Article 11.~~

5.3.4 CLAIMS RELATING TO CONTRACTOR The Subcontractor shall give the Contractor written notice of all claims not included in Subparagraph 5.3.2 within seven (7) Days of the Subcontractor's knowledge of the facts giving rise to the event for which claim is made, otherwise, such claims shall be deemed waived. All unresolved claims, disputes and other matters in question between the Contractor and the Subcontractor not relating to claims included in Subparagraph 5.3.2 shall be resolved in the manner provided in Article 11.

5.4 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

5.4.1 Except for damages provided for by the Subcontract Documents as liquidated damages and excluding losses covered by insurance required by the Subcontract Documents, the Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Agreement, to the same extent the Owner-Contractor agreement furnished to the Subcontractor in accordance with Paragraph 2.3 provides for a mutual waiver of consequential damages by the Owner and Contractor, including to the extent provided in the Owner-Contractor agreement, damages for loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. Similarly, the Subcontractor shall obtain in another agreement from its Sub-Subcontractors mutual waivers of consequential damages that correspond to the Subcontractor's waiver of consequential damages herein. To the extent applicable, this mutual waiver applies to consequential damages due to termination by the Contractor or the Owner in accordance with this Agreement or the Owner-Contractor agreement. The provisions of this Article shall also apply to and survive termination of this Agreement.

5.5 LIQUIDATED DAMAGES

5.5.1 If the Subcontract Documents furnished to the Subcontractor in accordance with Paragraph 2.3 provide for liquidated damages or other damages for delay beyond the completion date set forth in the Subcontract Documents that are not specifically addressed as a liquidated damage item in this Agreement, and such damages are assessed, the Contractor may assess a share of the damages against the Subcontractor in proportion to the Subcontractor's share of the responsibility for the damages. However, the amount of such assessment shall not exceed the amount assessed against the Contractor. This Paragraph shall not limit the Subcontractor's liability to the Contractor for the Contractor's actual damages caused by the Subcontractor.

5.5.2 To the extent the Owner-Contractor Agreement provides for a mutual waiver of consequential damages by the Owner and the Contractor, damages for which the Contractor is liable to the Owner including those related to Paragraph 9.1. are not consequential damages for the purpose of this waiver. Similarly, to the extent the Subcontractor-Sub-Subcontractor agreement provides for a mutual waiver of consequential damages by the Owner and the Contractor, damages for which the Subcontractor is liable to lower-tiered parties due to the fault of the Owner or Contractor are not consequential damages for the purpose of this waiver.

ARTICLE 6

SUBCONTRACT AMOUNT

As full compensation for performance of this Agreement, Contractor agrees to pay Subcontractor in current funds for the satisfactory performance of the Subcontract Work subject to all applicable provisions of the Subcontract:

(a) the fixed-price of _____ Dollars (\$) subject to additions and deductions as provided for in the Subcontract Documents; or

(b) alternates and unit prices in accordance with the attached schedule of Alternates and Unit Prices and estimated quantities, which is incorporated by reference and identified as Exhibit -; or

(c) time and material rates and prices in accordance with the attached Schedule of Labor and Material Costs which is incorporated by reference and identified as Exhibit -.

The fixed-price, unit prices or time and material rates and prices are referred to as the Subcontract Amount.

ARTICLE 7

CHANGES IN THE SUBCONTRACT WORK

7.0 CHANGES Upon receipt of any documents (drawings, specifications, RFI's, etc.) which changes your "scope of work" or affect "cost of work", a Change Order will be required. R.C. Wegman Construction Company needs to be advised of this proposed change within five (5) calendar days from the time the proposed change is discovered. Accordingly, pricing for this change is to be in our office five (5) calendar days after notice of the proposed change.

7.1 SUBCONTRACT CHANGE ORDERS When the Contractor orders in writing, the Subcontractor, without nullifying this Agreement, shall make any and all changes in the Subcontract Work which are within the general scope of this Agreement. Any adjustment in the Subcontract Amount or Subcontract Time shall be authorized by a Subcontract Change Order. No adjustments shall be made for any changes performed by the Subcontractor that have not been ordered by the Contractor. A Subcontract Change Order is a written instrument prepared by the Contractor and signed by the Subcontractor stating their agreement upon the change in the Subcontract Work.

7.2 CONSTRUCTION CHANGE DIRECTIVES To the extent that the Subcontract Documents provide for Construction Change Directives in the absence of agreement on the terms of a Subcontract Change Order, the Subcontractor shall promptly comply with the Construction Change Directive and be entitled to apply for interim payment if the Subcontract Documents so provide.

7.3 UNKNOWN CONDITIONS If in the performance of the Subcontract Work the Subcontractor finds latent, concealed or subsurface physical conditions which differ materially from those indicated in the Subcontract Documents or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist, and not generally recognized as inherent in the kind of work provided for in this Agreement, the Subcontract Amount or the Progress Schedule shall be equitably adjusted by a Subcontract Change Order within a reasonable time after the conditions are first observed. The adjustment which the Subcontractor may receive shall be limited to the adjustment the Contractor receives from the Owner on behalf of the Subcontractor, or as otherwise provided under Subparagraph 5.3.2.

7.4 ADJUSTMENTS IN SUBCONTRACT AMOUNT If a Subcontract Change Order requires an adjustment in the Subcontract Amount, the adjustment shall be established by one of the following methods:

7.4.1 mutual acceptance of an itemized lump sum;

7.4.2 unit prices as indicated in the Subcontract Documents or as subsequently agreed to by the Parties; or

7.4.3 costs determined in a manner acceptable to the Parties and a mutually acceptable fixed or percentage fee; or

7.4.4 another method provided in the Subcontract Documents.

7.5 SUBSTANTIATION OF ADJUSTMENT If the Subcontractor does not respond promptly or disputes the method of adjustment, the method and the adjustment shall be determined by the Contractor on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Subcontract Amount, an allowance for overhead and profit of the percentage provided in Paragraph 7.6, or if none is provided as mutually agreed upon by the Parties. The Subcontractor may contest the reasonableness of any adjustment determined by the Contractor. The Subcontractor shall maintain for the Contractor's review and approval an appropriately itemized and substantiated accounting of the following items attributable to the Subcontract Change Order:

7.5.1 labor costs, including Social Security, health, welfare, retirement and other fringe benefits as normally required, and state workers' compensation insurance;

7.5.2 costs of materials, supplies and equipment, whether incorporated in the Subcontract Work or consumed, including transportation costs;

7.5.3 costs of renting machinery and equipment other than hand tools;

7.5.4 costs of bond and insurance premiums, permit fees and taxes attributable to the change; and

7.5.5 costs of additional supervision and field office personnel services necessitated by the change.

7.6 Adjustments shall be based on net change in Subcontractor's reasonable cost of performing the changed Subcontract Work plus, in case of a net increase in cost, an agreed upon sum for overhead and profit not to exceed Ten percent (10 %).

7.7 NO OBLIGATION TO PERFORM The Subcontractor shall not perform changes in the Subcontract Work until a Subcontract Change Order has been executed or written instructions have been issued in accordance with Paragraphs 7.2 and 7.9.

7.8 EMERGENCIES In an emergency affecting the safety of persons or property, the Subcontractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Subcontract Amount or the Progress Schedule on account of emergency work shall be determined as provided in this Article.

7.9 INCIDENTAL CHANGES The Contractor may direct the Subcontractor to perform incidental changes in the Subcontract Work which do not involve adjustments in the Subcontract Amount or Subcontract Time. Incidental changes shall be consistent with the scope and intent of the Subcontract Documents. The Contractor shall initiate an incidental change in the Subcontract Work by issuing a written order to the Subcontractor. Such written notice shall be carried out promptly and are binding on the Parties.

ARTICLE 8

PAYMENT

8.1 SCHEDULE OF VALUES As a condition to payment, the Subcontractor shall provide a schedule of values satisfactory to the Contractor not more than fifteen (15) Days from the date of execution of this Agreement.

8.2 PROGRESS PAYMENTS

8.2.1 APPLICATIONS The Subcontractor's applications for payment shall be itemized and supported by substantiating data as required by the Subcontract Documents. If the Subcontractor is obligated to provide design services pursuant to Paragraph 3.8, Subcontractor's applications for payment shall show the Designer's fee and expenses as a separate cost item. The Subcontractor's application shall be notarized if required and if allowed under the Subcontract Documents may include properly authorized Subcontract Construction Change Directives. The Subcontractor's progress payment application for the Subcontract Work performed in the preceding payment period

shall be submitted for approval of the Contractor in accordance with the schedule of values if required and Subparagraphs 8.2.2, 8.2.3, and 8.2.4. The Contractor shall incorporate the approved amount of the Subcontractor's progress payment application into the Contractor's payment application to the Owner for the same period and submit it to the Owner in a timely fashion. The Contractor shall immediately notify the Subcontractor of any changes in the amount requested on behalf of the Subcontractor.

8.2.2 RETAINAGE The rate of retainage shall be Ten percent (10 %), which is equal to the percentage retained from the Contractor's payment by the Owner for the Subcontract Work. If the Subcontract Work is satisfactory and the Subcontract Documents provide for reduction of retainage at a specified percentage of completion, the Subcontractor's retainage shall also be reduced when the Subcontract Work has attained the same percentage of completion and the Contractor's retainage for the Subcontract Work has been so reduced by the Owner.

8.2.3 TIME OF APPLICATION The Subcontractor shall submit progress payment applications to the Contractor no later than the 15th Day of each payment period for the Subcontract Work performed up to and including the Last Day of the payment period indicating work completed and, to the extent allowed under Subparagraph 8.2.4, materials suitably stored during the preceding payment period.

8.2.4 STORED MATERIALS Unless otherwise provided in the Subcontract Documents, applications for payment may include materials and equipment not yet incorporated in the Subcontract Work but delivered to and suitably stored on-site or off-site including applicable insurance, storage and costs incurred transporting the materials to an off-site storage facility. Approval of payment applications for such stored items on or off the site shall be conditioned upon submission by the Subcontractor of bills of sale and required insurance or such other procedures satisfactory to the Owner and Contractor to establish the Owner's title to such materials and equipment, or otherwise to protect the Owner's and Contractor's interest including transportation to the site.

8.2.5 TIME OF PAYMENT Progress payments to the Subcontractor for satisfactory performance of the Subcontract Work shall be made no later than seven (7) Days after receipt by the Contractor of payment from the Owner for the Subcontract Work. ~~If payment from the Owner for such Subcontract Work is not received by the Contractor, through no fault of the Subcontractor, the Contractor will make payment to the Subcontractor within a reasonable time for the Subcontract Work satisfactorily performed.~~

8.2.6 PAYMENT DELAY If the Contractor has received payment from the Owner and if for any reason not the fault of the Subcontractor, the Subcontractor does not receive a progress payment from the Contractor within seven (7) Days after the date such payment is due, as defined in Subparagraph 8.2.5, or, if the Contractor has failed to pay the Subcontractor within a reasonable time for the Subcontract Work satisfactorily performed, the Subcontractor, upon giving seven (7) Days' written notice to the Contractor, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the Subcontractor has been received. ~~The Subcontract Amount and Time shall be adjusted by the amount of the Subcontractor's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate Subcontractor Change Order.~~

8.2.7 PAYMENTS WITHHELD The Contractor may reject a Subcontractor payment application in whole or in part or withhold amounts from a previously approved Subcontractor payment application, as may reasonably be necessary to protect the Contractor from loss or damage for which the Contractor may be liable and without incurring an obligation for late payment interest based upon:

8.2.7.1 the Subcontractor's repeated failure to perform the Subcontract Work as required by

this Agreement;

8.2.7.2 loss or damage arising out of or relating to this Agreement and caused by the Subcontractor to the Owner, Contractor or others to whom the Contractor may be liable;

8.2.7.3 the Subcontractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Subcontract Work;

8.2.7.4 rejected, nonconforming or defective Subcontract Work which has not been corrected in a timely fashion;

8.2.7.5 reasonable evidence of delay in performance of the Subcontract Work such that the Work will not be completed within the Subcontract Time, and that the unpaid balance of the Subcontract Amount is not sufficient to offset the liquidated damages or actual damages that may be sustained by the Contractor as a result of the anticipated delay caused by the Subcontractor;

8.2.7.6 reasonable evidence demonstrating that the unpaid balance of the Subcontract Amount is insufficient to cover the cost to complete the Subcontract Work;

8.2.7.7 third party claims involving the Subcontractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Subcontractor furnishes the Contractor with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, the Contractor shall give written notice to the Subcontractor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Subcontractor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

8.3 FINAL PAYMENT

8.3.1 APPLICATION Upon acceptance of the Subcontract Work by the Owner and the Contractor and receipt from the Subcontractor of evidence of fulfillment of the Subcontractor's obligations in accordance with the Subcontract Documents and Subparagraph 8.3.2, the Contractor shall incorporate the Subcontractor's application for final payment into the Contractor's next application for payment to the Owner without delay, or notify the Subcontractor if there is a delay and the reasons therefor.

8.3.2 REQUIREMENTS Before the Contractor shall be required to incorporate the Subcontractor's application for final payment into the Contractor's next application for payment, the Subcontractor shall submit to the Contractor:

8.3.2.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontract Work for which the Owner or its property or the Contractor or the Contractor's surety might in any way be liable, have been paid or otherwise satisfied;

8.3.2.2 consent of surety to final payment, if required;

8.3.2.3 satisfaction of required closeout procedures;

8.3.2.4 other data, if required by the Contractor or Owner, such as receipts, releases, and waivers of liens to the extent and in such form as may be required by the Subcontract Documents;

8.3.2.5 written warranties, equipment manuals, startup and testing required in Paragraph 3.28;

and

8.3.2.6 as-built drawings if required by the Subcontract Documents.

8.3.2.7 certification that insurance required by the Subcontract Documents to remain in effect beyond final payment pursuant to Clauses 9.2.3.1 and 9.2.6 is in effect and will not be cancelled or allowed to expire without at least thirty (30) days' written notice to the R.C. Wegman Construction Company unless a longer period is stipulated in this Agreement.

8.3.3 TIME OF PAYMENT Final payment of the balance due of the Subcontract Amount shall be made to the Subcontractor within seven (7) Days after receipt by the Contractor of final payment from the Owner for such Subcontract Work.

8.3.4 FINAL PAYMENT DELAY If the Owner or its designated agent does not issue a certificate for final payment or the Contractor does not receive such payment for any cause which is not the fault of the Subcontractor, the Contractor shall promptly inform the Subcontractor in writing. The Contractor shall also diligently pursue, with the assistance of the Subcontractor, the prompt release by the Owner of the final payment due for the Subcontract Work. At the Subcontractor's request and expense, to the extent agreed upon in writing, the Contractor shall institute reasonable legal remedies to mitigate the damages and pursue payment of the Subcontractor's final payment including interest. ~~If final payment from the Owner for such Subcontract Work is not received by the Contractor, through no fault of the Subcontractor, the Contractor will make payment to the Subcontractor within a reasonable time.~~

8.3.5 WAIVER OF CLAIMS Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontract Work, but shall in no way relieve the Subcontractor of liability for the obligations assumed under Paragraphs 3.21 and 3.22, or for faulty or defective work or services discovered after final payment, ~~nor relieve the Contractor for claims made in writing by the Subcontractor as required by the Subcontract Documents prior to its application for final payment as unsettled at the time of such payment.~~

8.4 LATE PAYMENT INTEREST Progress payments or final payment due and unpaid under this Agreement, as defined in Subparagraphs 8.2.5, 8.3.3 and 8.3.4, shall bear interest from the date payment is due at the prevailing Statutory rate at the place of the Project. However, if the Owner fails to timely pay the Contractor as required under the Owner-Contractor agreement through no fault or neglect of the Contractor, and the Contractor fails to timely pay the Subcontractor as a result of such nonpayment, the Contractor's obligation to pay the Subcontractor interest on corresponding payments due and unpaid under this Agreement shall be extinguished by the Contractor promptly paying to the Subcontractor the Subcontractor's proportionate share of the interest, if any, received by the Contractor from the Owner on such late payments.

8.5 CONTINUING OBLIGATIONS Provided the Contractor is making payments on or has made payments to the Subcontractor in accordance with the terms of this Agreement, the Subcontractor shall reimburse the Contractor for any costs and expenses for any claim, obligation or lien asserted before or after final payment is made that arises from the performance of the Subcontract Work. The Subcontractor shall reimburse the Contractor for costs and expenses including attorneys' fees and costs and expenses incurred by the Contractor in satisfying, discharging or defending against any such claims, obligation or lien including any action brought or judgment recovered. In the event that any applicable law, statute, regulation or bond requires the Subcontractor to take any action prior to the expiration of the reasonable time for payment referenced in Subparagraph 8.2.5 in order to preserve or protect the Subcontractor's rights, if any, with respect to mechanic's lien or bond claims, then the Subcontractor may take that action prior to the expiration of the reasonable time for payment and such action will not create the reimbursement obligation recited above nor be in violation of this Agreement or considered premature for purposes of preserving and protecting the Subcontractor's rights.

8.6 PAYMENT USE RESTRICTION Payments received by the Subcontractor shall be used to satisfy the indebtedness owed by the Subcontractor to any person furnishing labor or materials, or both, for use in performing the Subcontract Work through the most current period applicable to progress payments received from the Contractor before it is used for any other purpose. In the same manner, payments received by the Contractor from the Owner for the Subcontract Work shall be dedicated to payment to the Subcontractor. This provision shall bear on this Agreement only, and is not for the benefit of third parties. Moreover, it shall not be construed by the Parties to this Agreement or third parties to require that dedicated sums of money or payments be deposited in separate accounts, or that there be other restrictions on commingling of funds. Neither shall these mutual covenants be construed to create any fiduciary duty on the Subcontractor or Contractor, nor create any tort cause of action or liability for breach of trust, punitive damages, or other equitable remedy or liability for alleged breach.

8.7 PAYMENT USE VERIFICATION If the Contractor has reason to believe that the Subcontractor is not complying with the payment terms of this Agreement, the Contractor shall have the right to contact the Subcontractor's subcontractors and suppliers to ascertain whether they are being paid by the Subcontractor in accordance with this Agreement.

8.8 PARTIAL LIEN WAIVERS AND AFFIDAVITS As a prerequisite for payments, the Subcontractor shall provide, in a form satisfactory to the Owner and Contractor, partial lien or claim waivers from the subcontractor, sub-subcontractors and suppliers in the amount of the application for current payment and affidavits covering its subcontractors and suppliers for completed Subcontract Work. ~~Such waivers may be conditional upon payment.~~ In no event shall Contractor require the Subcontractor to provide an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

8.9 SUBCONTRACTOR PAYMENT FAILURE ~~Upon payment by the Contractor, the Subcontractor shall promptly pay its subcontractors and suppliers the amounts to which they are entitled.~~ In the event the Contractor has reason to believe that labor, material or other obligations incurred in the performance of the Subcontract Work are not being paid, the Contractor may give written notice of a potential claim or lien to the Subcontractor and may take any steps deemed necessary to assure that progress payments are utilized to pay such obligations, including but not limited to the issuance of joint checks. If upon receipt of notice, the Subcontractor does not (a) supply evidence to the satisfaction of the Contractor that the moneys owing have been paid; or (b) post a bond indemnifying the Owner, the Contractor, the Contractor's surety, if any, and the premises from a claim or lien, the Contractor shall have the right to withhold from any payments due or to become due to the Subcontractor a reasonable amount to protect the Contractor from any and all loss, damage or expense including attorneys' fees that may arise out of or relate to any such claim or lien.

8.10 SUBCONTRACTOR ASSIGNMENT OF PAYMENTS The Subcontractor shall not assign any moneys due or to become due under this Agreement, without the written consent of the Contractor, unless the assignment is intended to create a new security interest within the scope of Article 9 of the Uniform Commercial Code. Should the Subcontractor assign all or any part of any moneys due or to become due under this Agreement to create a new security interest or for any other purpose, the instrument of assignment shall contain a clause to the effect that the assignee's right in and to any money due or to become due to the Subcontractor shall be subject to the claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Subcontract Work.

8.11 PAYMENT NOT ACCEPTANCE Payment to the Subcontractor does not constitute or imply acceptance of any portion of the Subcontract Work.

8.12 Submittals must be submitted in electronic format, acceptable to R. C. Wegman Construction Company, prior to the Trade Contractor / Subcontractor appearing on a pay request unless an exception is approved by Contractor's Project Manager.

8.13 A G702 and G703 must be submitted for review prior to a payout. Mistakes and discrepancies in the Trade Contractor's / Subcontractor's payout paperwork are the responsibility of the Trade Contractor / Subcontractor. Contractor is not responsible for clerical or math errors on the Trade Contractor's / Subcontractor's paperwork. If the paperwork is not acceptable to the reviewer, the Trade Contractor / Subcontractor will either be left off the payout or payment will be withheld until the paperwork is corrected, reviewed and acceptable to the reviewer.

ARTICLE 9

INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION

9.1 INDEMNITY

9.1.1 INDEMNITY To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractors other subcontractors, Architect/Engineer, the Owner and their agents, consultants and employees (the Indemnitees) from all claims for bodily injury and property damage ~~other than to the Work itself~~ that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Subcontractor shall be entitled to reimbursement of any defense cost paid above Subcontractor's percentage of liability for the underlying claim to the extent attributable to the negligent acts or omissions of the Indemnitees.

9.1.2 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation 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 Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.1.3 INSURANCE The Trade Contractor hereby agrees that before commencing said work shall present, in a form acceptable to the Construction Manager, a Certificate of Insurance evidencing the maintenance of the following insurance coverages of the Trade Contractor. The Construction Manager, Owner, Architect/Engineer and Consultants shall be added to each such contract as "An Additional Insured". The liability coverage for the "Additional Insured" under the Construction Manager's policy shall be the primary insurance. If the "Additional Insured" has liability insurance which is applicable to the loss, such liability insurance shall be primary on an excess and non-contributory basis; a waiver of subrogation applies. The amount of the Construction Manager's liability under its policy shall not be reduced by the existence of such other insurance.

9.1.4 ASSIGNMENT and SUBLETTING The Trade Contractor shall not without prior written consent of the Construction Manager, assign, transfer or sublet any portion of their work. Once approved, the 2nd, 3rd, etc. tier trade contractor must follow the same insurance and safety requirements as the 1st tier contractor.

9.2 INSURANCE

9.2.1 SUBCONTRACTOR'S INSURANCE Before commencing the Subcontract Work, and as a condition of payment, the Subcontractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, whether the operations are by the Subcontractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

9.2.2 MINIMUM LIMITS OF LIABILITY The Subcontractor shall procure and maintain with

insurance companies licensed in a the jurisdiction in which the Project is located and acceptable to the Contractor, which acceptance shall not be unreasonably withheld, at least the limits of liability as set forth in Exhibit G.

9.2.3 PROFESSIONAL LIABILITY INSURANCE

9.2.3.1 PROFESSIONAL LIABILITY INSURANCE The Subcontractor shall require the Designer(s) to maintain Professional Liability Insurance with a company reasonably satisfactory to the Contractor, including contractual liability insurance against the liability assumed in Paragraph 3.8, and including coverage for any professional liability caused by any of the Designer's(s') consultants. Said insurance shall have specific minimum limits as set forth below:

Limit of \$ _____ per claim.

General Aggregate of \$ _____ for the subcontract services rendered.

The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all subcontract services rendered by the Designer. Said insurance shall be continued in effect with an extended period of _____ years following final payment to the Designer.

Such insurance shall have a maximum deductible amount of \$ _____ per occurrence. The deductible shall be paid by the Subcontractor or Designer.

9.2.3.2 The Subcontractor shall require the Designer to furnish to the Subcontractor and Contractor, before the Designer commences its services, a copy of its professional liability policy evidencing the coverages required in this Paragraph. No policy shall be cancelled or modified without thirty (30) Days' prior written notice to the Subcontractor and Contractor.

9.2.4 NUMBER OF POLICIES Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

9.2.5 CANCELLATION, RENEWAL AND MODIFICATION The Subcontractor shall maintain in effect all insurance coverages required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor, which acceptance shall not be unreasonably withheld. The policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) Days' prior written notice has been given to the Contractor. Certificates of insurance showing required coverage to be in force pursuant to Subparagraph 9.2.2 shall be filed with the Contractor prior to commencement of the Subcontract Work. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage as desired for the Contractor's benefit and charge the expense to the Subcontractor, or terminate this Agreement.

9.2.6 CONTINUATION OF COVERAGE The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least one year after either ninety (90) Days following Substantial Completion of the Work or final payment to the Contractor, whichever is earlier. Prior to commencement of the Work, Subcontractor shall furnish the Contractor with certificates evidencing the required coverages.

9.2.7 PROPERTY INSURANCE

9.2.7.1 Upon written request of the Subcontractor, the Contractor shall provide the Subcontractor with a copy of the Builder's Risk Policy of insurance or any other property or equipment insurance in force for the Project and procured by the Owner or Contractor. The Contractor shall advise the Subcontractor if a Builder's Risk Policy of insurance is not in force.

9.2.7.2 If the Owner or Contractor has not purchased property insurance reasonably satisfactory to the Subcontractor, the Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors and their subcontractors in the Subcontract Work. ~~The cost of this insurance shall be charged to the Contractor in a Change Order.~~

9.2.7.3 If not covered under the Builder's Risk Policy of insurance or any other property or equipment insurance required by the Subcontract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for the Subcontract Work including portions of the Subcontract Work stored off the site or in transit, when such portions of the Subcontract Work are to be included in an application for payment under Article 8.

9.2.8 WAIVER OF SUBROGATION

9.2.8.1 The Contractor and Subcontractor waive all rights against each other, the Owner and the Architect/Engineer, and any of their respective consultants, subcontractors, and sub-subcontractors, agents and employees, for damages caused by perils to the extent covered by the proceeds of the insurance provided in Subparagraph 9.2.7, except such rights as they may have to the insurance proceeds. The Subcontractor shall require similar waivers from its subcontractors.

9.2.9 ENDORSEMENT If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

9.2.10 CONTRACTOR'S LIABILITY INSURANCE The Contractor shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Contractor's errors or omissions.

9.2.11 ADDITIONAL LIABILITY COVERAGE Contractor X shall/_____ shall not (indicate one) require Subcontractor to purchase and maintain liability coverage, primary to Contractor's coverage under Subparagraph 9.2.10.

9.2.11.1 If required by Subparagraph 9.2.11, the additional liability coverage required of the Subcontractor shall be:

[Designate Required Coverage(s)]

X .1 ADDITIONAL INSURED. Contractor shall be named as an additional insured on Subcontractor's Commercial General Liability Insurance specified, for operations and completed operations, ~~but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Subcontractor, or those acting on Subcontractor's behalf, in the performance of Subcontract Work for Contractor at the Project site.~~

____.2 OCP. Subcontractor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on Commercial General Liability Insurance specified, or limits as otherwise required by Contractor.

~~Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this Subparagraph shall be paid by the Contractor directly or the costs may be reimbursed by Contractor to Subcontractor by~~

~~increasing the Subcontract Amount to correspond to the actual cost required to purchase and maintain the additional liability coverage.~~ Prior to commencement of the Subcontract Work, Subcontractor shall obtain and furnish to the Contractor a certificate evidencing that the additional liability coverages have been procured.

9.2.12 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Subcontract Work shall be upon the Subcontractor until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

9.3 BONDS

9.3.1 The Subcontractor _____ shall/X shall not furnish to the Contractor, as the named Oblige, appropriate surety bonds to secure the faithful performance of the Subcontract Work and to satisfy all Subcontractor payment obligations related to Subcontract Work. Such bonds shall be issued by a surety admitted in the State in which the Project is located and shall be acceptable to the Contractor. Contractor's acceptance shall not be withheld without reasonable cause.

9.3.2 If a performance or payment bond, or both, are required of the Subcontractor under this Agreement, the bonds shall be in a form and by a surety acceptable to the Contractor, and in the full amount of the Subcontract Amount, unless otherwise specified. Contractor's acceptance shall not be withheld without reasonable cause.

~~9.3.3 The Subcontractor shall be reimbursed, without retainage, for the cost of any required performance or payment bonds simultaneously with the first progress payment. The reimbursement amount for the Subcontractor bonds shall be _____ percent (____%) of the Subcontract Amount, which sum is included in the Subcontract Amount.~~

~~If acceptable to the Contractor, the Subcontractor may in lieu of retainage, furnish a retention bond or other security interest, acceptable to the Contractor, to be held by the Contractor.~~

9.3.4 In the event the Subcontractor shall fail to promptly provide any required bonds, the Contractor may terminate this Agreement and enter into a subcontract for the balance of the Subcontract Work with another subcontractor. All Contractor costs and expenses incurred by the Contractor as a result of said termination shall be paid by the Subcontractor.

9.3.5 PAYMENT BOND REVIEW The Contractor X has/ has not provided the Owner a payment bond. The Contractor's payment bond for the Project, if any, shall be made available by the Contractor for review and copying by the Subcontractor.

ARTICLE 10

CONTRACTOR'S RIGHT TO PERFORM SUBCONTRACTOR'S RESPONSIBILITIES AND TERMINATION OF AGREEMENT

10.1 FAILURE OF PERFORMANCE

10.1.1 NOTICE TO CURE If the Subcontractor refuses or fails to supply enough properly qualified workers, proper materials, or maintain the Progress Schedule, or fails to make prompt payment to its workers, subcontractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Subcontractor shall be deemed in default of this Agreement. If the Subcontractor fails within three (3) business Days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Contractor without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

10.1.1.1 supply workers, materials, equipment and facilities as the Contractor deems necessary for the completion of the Subcontract Work or any part which the Subcontractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to the Subcontractor;

10.1.1.2 contract with one or more additional contractors to perform such part of the Subcontract Work as the Contractor determines will provide the most expeditious completion of the Work, and charge the cost to the Subcontractor as provided under Clause 10.1.1.1; or

10.1.1.3 withhold any payments due or to become due the Subcontractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Contractor.

10.1.1.4 if, in the Contractor's reasonable opinion, the material breach of a provision of this Agreement by the subcontractor would create a delay in the overall completion of the project or in any way adversely affects the timing of work to be completed by the Contractor or other subcontractors, the Contractor shall have the immediate option to any of the remedies set forth above. If this option is exercised, the Contractor shall give the subcontractor prompt notice of its decision to retain replacement subcontractor(s) and shall provide notice of the cost, including reasonable overhead and profit, to the subcontractor within a reasonable amount of time after these amounts are known.

In the event of an emergency affecting the safety of persons or property, the Contractor may proceed as above without notice, but the Contractor shall give the Subcontractor notice promptly after the fact as a precondition of cost recovery.

10.1.2 TERMINATION BY CONTRACTOR If the Subcontractor fails to commence and satisfactorily continue correction of a default within three (3) business Days after written notification issued under Subparagraph 10.1.1, then the Contractor may, in lieu of or in addition to the remedies provided for in Subparagraph 10.1.1, issue a second written notification, to the Subcontractor and its surety, if any. Such notice shall state that if the Subcontractor fails to commence and continue correction of a default within seven (7) Days of the written notification, the Agreement will be deemed terminated. A written notice of termination shall be issued by the Contractor to the Subcontractor at the time the Subcontractor is terminated. The Contractor may furnish those materials, equipment or employ such workers or subcontractors as the Contractor deems necessary to maintain the orderly progress of the Work. All costs incurred by the Contractor in performing the Subcontract Work, including reasonable overhead, profit and attorneys' fees, costs and expenses, shall be deducted from any moneys due or to become due the Subcontractor. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount. At the Subcontractor's request, the Contractor shall provide a detailed accounting of the costs to finish the Subcontract Work.

10.1.3 USE OF SUBCONTRACTOR'S EQUIPMENT If the Contractor performs work under this Article, either directly or through other subcontractors, the Contractor or other subcontractors shall have the right to take and use any materials, implements, equipment, appliances or tools furnished by, or belonging to the Subcontractor and located at the Project site for the purpose of completing any remaining Subcontract Work. Immediately upon completion of the Subcontract Work, any remaining materials, implements, equipment, appliances or tools not consumed or incorporated in performance of the Subcontract Work, and furnished by, belonging to, or delivered to the Project by or on behalf of the Subcontractor, shall be returned to the Subcontractor in substantially the same condition as when they were taken, normal wear and tear excepted.

10.2. BANKRUPTCY

10.2.1 TERMINATION ABSENT CURE If the Subcontractor files a petition under the Bankruptcy

Code, this Agreement shall terminate if the Subcontractor or the Subcontractor's trustee rejects the Agreement or, if there has been a default, the Subcontractor is unable to give adequate assurance that the Subcontractor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

10.2.2 INTERIM REMEDIES If the Subcontractor is not performing in accordance with the Progress Schedule at the time a petition in bankruptcy is filed, or at any subsequent time, the Contractor, while awaiting the decision of the Subcontractor or its trustee to reject or to assume this Agreement and provide adequate assurance of its ability to perform, may avail itself of such remedies under this Article as are reasonably necessary to maintain the Progress Schedule. The Contractor may offset against any sums due or to become due the Subcontractor all costs incurred in pursuing any of the remedies provided including, but not limited to, reasonable overhead, profit and attorneys' fees. The Subcontractor shall be liable for the payment of any amount by which costs incurred may exceed the unpaid balance of the Subcontract Amount.

10.3 SUSPENSION BY OWNER FOR CONVENIENCE Should the Owner suspend the Work or any part which includes the Subcontract Work for the convenience of the Owner and such suspension is not due to any act or omission of the Contractor, or any other person or entity for whose acts or omissions the Contractor may be liable, the Contractor shall notify the Subcontractor in writing and upon receiving notification the Subcontractor shall immediately suspend the Subcontract Work. To the extent provided for under the Owner-Contractor Agreement and to the extent the Contractor recovers such on the Subcontractor's behalf, the Contract Price and the Contract Time shall be equitably adjusted by Change Order for the cost and delay resulting from any such suspension. The Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of an Owner suspension and to permit the Subcontractor to prosecute the claim, in the name of the Contractor, for the use and benefit of the Subcontractor.

10.4 TERMINATION BY OWNER Should the Owner terminate its contract with the Contractor or any part which includes the Subcontract Work, the Contractor shall notify the Subcontractor in writing within three (3) business Days of the termination and upon written notification, this Agreement shall be terminated and the Subcontractor shall immediately stop the Subcontract Work, follow all of Contractor's instructions, and mitigate all costs. In the event of Owner termination, the Contractor's liability to the Subcontractor shall be limited to the extent of the Contractor's recovery on the Subcontractor's behalf under the Subcontract Documents, except as otherwise provided in this Agreement. The Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of the Owner termination and to permit the Subcontractor to prosecute the claim, in the name of the Contractor, for the use and benefit of the Subcontractor, or assign the claim to the Subcontractor. ~~In the event Owner terminates Contractor for cause, through no fault of the Subcontractor, Subcontractor shall be entitled to recover from the Contractor its reasonable costs arising from the termination of this Agreement, including overhead and profit on Work not performed.~~

10.5 CONTINGENT ASSIGNMENT OF THIS AGREEMENT The Contractor's contingent assignment of this Agreement to the Owner, as provided in the Owner-Contractor agreement, is effective when the Owner has terminated the Owner-Contractor agreement for cause and has accepted the assignment by notifying the Subcontractor in writing. This contingent assignment is subject to the prior rights of a surety that may be obligated under the Contractor's bond, if any. Subcontractor consents to such assignment and agrees to be bound to the assignee by the terms of this Agreement, provided that the assignee fulfills the obligations of the Contractor.

10.6 SUSPENSION BY CONTRACTOR The Contractor may order the Subcontractor in writing to suspend all or any part of the Subcontract Work for such period of time as may be determined to be appropriate for the convenience of the Contractor. Phased Work or interruptions of the Subcontract Work

for short periods of time shall not be considered a suspension. The Subcontractor, after receipt of the Contractor's order, shall notify the Contractor in writing in sufficient time to permit the Contractor to provide timely notice to the Owner in accordance with the Owner-Contractor agreement of the effect of such order upon the Subcontract Work. The Subcontract Amount or Subcontract Time shall be adjusted by Subcontract Change Order for any increase in the time or cost of performance of this Agreement caused by such suspension. No claim under this Paragraph shall be allowed for any costs incurred more than fourteen (14) Days prior to the Subcontractor's notice to the Contractor. Neither the Subcontract Amount nor the Progress Schedule shall be adjusted for any suspension, to the extent that performance would have been suspended, due in whole or in part to the fault or negligence of the Subcontractor or by a cause for which Subcontractor would have been responsible. The Subcontract Amount shall not be adjusted for any suspension to the extent that performance would have been suspended by a cause for which the Subcontractor would have been entitled only to a time extension under this Agreement.

10.7 WRONGFUL EXERCISE If the Contractor wrongfully exercises any option under this Article, the Contractor shall be liable to the Subcontractor solely for the reasonable value of Subcontract Work performed by the Subcontractor prior to the Contractor's wrongful action, including reasonable overhead and profit on the Subcontract Work performed, less prior payments made, together with reasonable overhead and profit on the Subcontract Work not executed, and other reasonable costs incurred by reason of such action.

10.8 TERMINATION BY SUBCONTRACTOR If the Subcontract Work has been stopped for thirty (30) Days because the Subcontractor has not received progress payments or has been abandoned or suspended for an unreasonable period of time not due to the fault or neglect of the Subcontractor, then the Subcontractor may terminate this Agreement upon giving the Contractor seven (7) Days' written notice. Upon such termination, Subcontractor shall be entitled to recover from the Contractor payment for all Subcontract Work satisfactorily performed but not yet paid for, including reasonable overhead, profit and attorneys' fees, costs and expenses. ~~However, if the Owner has not paid the Contractor for the satisfactory performance of the Subcontract Work through no fault or neglect of the Contractor, and the Subcontractor terminates this Agreement under this Article because it has not received corresponding progress payments, the Subcontractor shall be entitled to recover from the Contractor, within a reasonable period of time following termination, payment for all Work executed and for any proven loss, cost or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit on Work not performed.~~ The Contractor's liability for any other damages claimed by the Subcontractor under such circumstances shall be extinguished by the Contractor pursuing said damages and claims against the Owner, on the Subcontractor's behalf, in the manner provided for in Subparagraphs 10.3 and 10.4 of this Agreement.

ARTICLE 11

DISPUTE RESOLUTION

11.1 WORK CONTINUATION AND PAYMENT Unless otherwise agreed in writing, the Subcontractor shall continue the Subcontract Work and maintain the Progress Schedule during any dispute mitigation or resolution proceedings. If the Subcontractor continues to perform, the Contractor shall continue to make payments in accordance with this Agreement.

11.2 NO LIMITATION OF RIGHTS OR REMEDIES Nothing in this Article shall limit any rights or remedies not expressly waived by the Subcontractor which the Subcontractor may have under lien laws or payment bonds.

11.3 MULTIPARTY PROCEEDING The Parties agree that all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent disputes between the Contractor and Subcontractor involve in whole or in part disputes between the Contractor and the Owner, disputes between the Subcontractor and the Contractor shall be decided by the same tribunal and in the same

forum as disputes between the Contractor and the Owner.

~~11.4 DISPUTES BETWEEN CONTRACTOR AND SUBCONTRACTOR In the event that the provisions for resolution of disputes between the Contractor and the Owner contained in the Subcontract Documents do not permit consolidation or joinder with disputes of third parties, such as the Subcontractor, or if such dispute is only between the Contractor and Subcontractor, then the Parties shall submit the dispute to the dispute resolution procedures set forth in Paragraph 11.5.~~

11.4 INITIAL DISPUTE RESOLUTION. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first thru direct discussions. If the dispute cannot be resolved through direct discussions, the parties shall be entitled to avail themselves to any remedies allowed in equity or at law. The parties may elect, in writing, to participate in mediation, but mediation under this Article shall not be mandatory.

11.5 COST OF LITIGATION. The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by litigation or a dispute resolution procedure shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such litigation or dispute resolution process.

~~11.5 CONTRACTOR-SUBCONTRACTOR DISPUTE RESOLUTION~~

~~11.5.1 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within seven (7) Days, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within seven (7) Days to endeavor to reach resolution. If the matter remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute resolution procedures selected in Article 11.~~

~~11.5.2 MEDIATION If direct discussions pursuant to Subparagraph 11.5.1 do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) working Days of the matter first being discussed and shall conclude within forty-five (45) working Days of the matter being first discussed. Either Party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating Party to the non-terminating Party and to the mediator. The costs of the mediation shall be shared equally by the Parties.~~

~~11.5.3 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected herein: (Designate only one)~~

~~_____ Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.~~

~~_____ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.~~

~~11.6 COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedure shall be~~

~~borne by the non-prevailing Party, as determined by the adjudicator of the dispute.~~

~~11.7 VENUE The venue for any binding dispute resolution proceeding shall be the location of the Project unless the Parties agree on a mutually convenient location.~~

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

12.2 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

12.3 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of term, covenant, condition or right with respect to further performance.

12.4 TITLES The titles given to the Articles and Paragraphs of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

12.5 OTHER PROVISIONS AND DOCUMENTS Other provisions and documents applicable to the Subcontract Work are set forth in Exhibit H.

12.6 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 13

EXISTING SUBCONTRACT DOCUMENTS

13.1 INTERPRETATION OF SUBCONTRACT DOCUMENTS

13.1.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, the Subcontractor shall perform the Subcontract Work as though fully described on both consistent with the Subcontract Documents and reasonably inferable from them as being necessary to produce the indicated results.

13.1.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings or specifications, the Subcontractor shall immediately submit the matter to the Contractor for clarification by the Owner. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Subcontract Time or Price pursuant to Articles 5 and 6 or dispute resolution in accordance with Article 11.

13.1.3 Where figures are given, they shall be preferred to scaled dimensions.

13.1.4 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in this Agreement, shall be interpreted in accordance with their well-known meanings.

13.1.5 In case of any inconsistency, conflict or ambiguity among the Subcontract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) subject to Subparagraph 13.1.2 the drawings (large scale governing over small scale), specifications and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner pursuant to Paragraph

4.4; (f) other documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

As defined in Paragraph 2.3, the following Exhibits are a part of this Agreement.

EXHIBIT A The Subcontract Work, pages.

EXHIBIT B The Drawings, Specifications, General and other conditions, addenda and other information. (Attach a complete listing by title, date and number of pages.)

EXHIBIT C Progress Schedule, ~~pages~~.

EXHIBIT Alternates and Unit Prices, include dates when alternates and unit prices no longer apply, pages.

EXHIBIT Temporary Services, stating specific responsibilities of the Subcontractor, and Contractor pages.

EXHIBIT Temporary Services, stating specific responsibilities of the Subcontractor, pages.

EXHIBIT G Insurance Provisions, 2 pages.

EXHIBIT H Other Provisions and Documents, pages.

:-

This Agreement is entered into as of the date entered in Article 1.

CONTRACTOR R.C. WEGMAN CONSTRUCTION COMPANY

BY:

PRINT NAME:

PRINT TITLE:

ATTEST

SUBCONTRACTOR:

BY:

PRINT NAME:

PRINT TITLE:

ATTEST

R.C. Wegman Construction Company
Construction Manager
Aurora Public Works Facility

00 61 00 – CONTRACTOR LICENSE AND BOND REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 LICENSE AND BOND REQUIREMENTS

- A. All Contractors (if required) must have a Aurora Contractor License in order to perform work. Please read and follow the attached Aurora Contractors License Application document.

END OF 00 61 00 – CONTRACTOR LICENSE AND BOND REQUIREMENTS

CONTRACTOR REGISTRATION APPLICATION

New contractor registrations will not be processed until all requirements have been met.

City of Aurora
Development Services Department
Division of Building and Permits
77 S Broadway
Aurora, IL 60505



AEC #: _____ LICENSE #: _____

Total Fees: _____ Submittal Date: _____

Online Portal: <https://auro-trk.aspgov.com/etrakit/>

Phone: 630.256.3130

Website: www.aurora-il.org

Official Business Name: _____

Mailing Address: _____
STREET CITY / STATE ZIP

Business Telephone: _____ Cell Number: _____

Email Address: _____ Ownership: ☐ Corporation ☐ Partnership ☐ Sole Proprietor

Name: _____ Signature: _____ Date: _____

(If other than sole proprietor list partner or corporate officers below)

Name: _____ Email Address: _____ Phone: _____

Name: _____ Email Address: _____ Phone: _____

CONTRACTOR TYPE and REQUIRED DOCUMENTS

(Please select all that apply to this application)

Inquiry Emails: bpcsrqgroup@aurora.il.us

Selection	License Type	Application	Registration Fee	State of Illinois License / Registration	License / Certificate from Municipality where tested	Certificate of Insurance & Workmans Comp.	Business Card	Bond
	Driveway	x					x	
	Dumpster	x				x	x	\$5,000
	<input type="radio"/> Electrical Commercial <input type="radio"/> Electrical Residential	x	\$200		x	x		
	Elevator	x	\$200			x		
	Fence	x					x	
	Fire Alarm	x		x		x		
	Fire Suppression/Sprinkler	x	\$200	x		x		
	General	x	\$200			x		
	HVAC	x	\$200		x	x		
	Plumbing	x		x				
	Public Works / Engineering (ROW, Driveway 2, etc.)	Please contact Engineering Department to discuss specific requirements. https://www.aurora-il.org/DocumentCenter/View/2784/Contractors-License-Application-?bidId=						
	<input type="radio"/> Roofing Commercial <input type="radio"/> Roofing <= 8 units	x	\$200	x		x		
	Sign (General)	x	\$200			x		
	Sign (Electrical)	x	\$200		x	x		

- Certificate of Insurance (Aurora as primary and non-contributory additional insured) and Workers Compensation in compliance with Statutory Illinois
 - \$1,000,000 general aggregate with \$500,000 per occurrence
- Surety bond in the amount of \$5000. Bond must be valid for minimum of one (1) year

TESTING CRITERIA FOR H.V.A.C. & ELECTRICAL (COMMERCIAL / RESIDENTIAL) CONTRACTOR LICENSES

Name of Municipality where tested: _____

Name of Qualifying Party (test taker): _____

Qualifying Party is a (mark one): ☐ Partner ☐ Corporate Officer

(Per City of Aurora Ordinance, it is required that a vested individual be the Qualifying Party to ensure more permanent role in company)

Phone Number of Qualifying Party: _____ Email Address of Qualifying Party: _____

City of Aurora Manager Signoff: _____ Date: _____

DISCLAIMERS

- It is required that the business is registered with the Secretary of State or a DBA Certificate from the County must be provided at time of submittal.
- An Employee Affidavit is not accepted for Roofing contractors. Workman's compensation must be provided.
- Outstanding and/or expired permits will prevent a contractor from renewing their license and pulling permits
- Contractors may request a report of open permits with the above information anytime by emailing: devservicesadmin@aurora.il.us

Municipal Testing Requirements

117.1.6.2 Tests shall be taken by a Qualifying Party.

117.1.62.1 Qualifying party; means the individual filing as a sole proprietor, partner of a partnership, officer of a corporation, who is legally qualified to act for the business organization in all matters connected with its contracting business and has the responsibility to supervise installation operations, and is actively engaged in day to day activities of the business organization.

For **Electrical Contractors** we require current certifications from the International Code Council for the categories of National Standard Master Electrician (Commercial); National Standard Residential Electrician (residential); and National Standard Journeyman Sign Electrician or National Standard Master Electrician Certification (Signage Electrical Contractor) in lieu of municipal testing.

For **Mechanical/HVAC Contractors** we require current certifications from the [International Code Council](#) for the categories of National Standard Master Mechanical in lieu of municipal testing.

OR Additionally, you may reach out to the below accepted Municipalities for testing:

Electrical	Mechanical
Buffalo Grove	Elgin
Chicago	Freeport
Elgin	Gary Indiana — Limited (Res), Unlimited (Com)
Libertyville	Joliet
Orland Park	Rockford — Type A, F for Fireplaces
Ottawa	California, Ohio, Utah (\$350)
Woodstock	Wisconsin (HVAC Qualifier License Only)

eTRAKiT Online Portal

ETrakit, our online portal, offers the ability to review the status of licenses, permits, projects and inspections. Users can also pay for registrations, licenses, and permits as well as schedule permit inspections and upload documents.

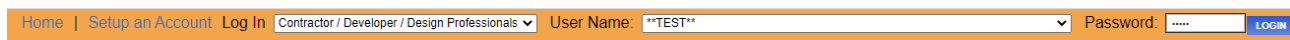
If this is your first time using our online portal, please follow the steps below:

1. Access the Online Portal at: <https://auro-trk.aspgov.com/etrakit/>
2. Select 'Forgot Password' in the upper right-hand corner of the screen.
Select 'Contractor' from your choice of account types.
3. Enter the main business email address that you submitted on your registration. Then select RESET PASSWORD.
(If you have multiple accounts the system will warn you that ALL accounts will be reset. Select CONTINUE)
4. From the same computer used to submit the reset request, retrieve reset email link.
(This will be sent from devservicesadmin@aurora.il.us)

If you experience issues or if you wish to consolidate accounts, please email devservicesadmin@aurora.il.us

Logging in as a Contractor

1. Access the Online Portal at: <https://auro-trk.aspgov.com/etrakit/>
2. In the top Orange Ribbon; Select 'Contractor/Developer/ Design Professionals' as shown below:



3. From the newly displayed 'User Name' box, find & select your Contractor name from dropdown options.
4. Enter password & Select Login.

To pay for License/Permit

1. From your Dashboard Under the section 'My Active Licenses' or 'My Active Permits', select the Fee Due Amount Due in the 5th column. By selecting the dollar amount this balance will move to your Shopping Cart.
(If you wish to add additional license(s) or permit(s) to your shopping cart click on 'BACK TO DASHBOARD' & repeat process)
2. Verify that the box is checked next to all records you wish to pay. Then click 'PROCEED TO CHECKOUT'
3. Review the checkout summary & verify all information is correct. Then click 'PROCEED TO PAYMENT' & submit payment information.

Please take a moment to provide us feedback at: https://www.surveymonkey.com/r/COA_ContracorLicensing

00 62 00 – INSURANCE

PART 1 - GENERAL

1.03 RELATED DOCUMENTS

- B. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.04 STANDARD INSURANCE REQUIREMENTS

- B. A sample of the Certificate of Insurance (ACORD) Form is attached to this Section.

EXHIBIT "G" – Sample Certificate

SAMPLE CERTIFICATE OF LIABILITY INSURANCE		PAGE 1 DATE (MM/DD/YYYY)
PRODUCER Your Broker Address City, State, Zip	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Sub Contractor's Name Address City, State, Zip	INSURERS AFFORDING COVERAGE	
	INSURER A: A. M. Best rating of A- or better	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS		
A	GENERAL LIABILITY	Policy Number Must Include: - Additional Insured – Including Completed Ops - Primary & Non-Contributory - Per Project Aggregate - Waiver of Subrogation	(MM/DD/YY)	(MM/DD/YY)	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 50,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ 1,000,000	
	GENERAL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> POL-ICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS – COMP/OP AGG	\$ 2,000,000	
A	AUTOMOBILE LIABILITY	Policy Number	(MM/DD/YY)	(MM/DD/YY)	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	EA ACCIDENT	\$
						AGGREGATE	\$
A	EXCESS/UMBRELLA LIABILITY	Policy Number Must follow form of: - GL, Auto & WC Policies	(MM/DD/YY)	(MM/DD/YY)	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> DEDUCTIBLE						
	<input type="checkbox"/> RETENTION						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number Must Include: - Waiver of Subrogation	(MM/DD/YY)	(MM/DD/YY)	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
	E.L. EACH ACCIDENT				\$ 500,000		
	E.L. DISEASE – EA EMPLOYEE				\$ 500,000		
	E.L. DISEASE – POLICY LIMIT				\$ 500,000		
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

All operations performed under Aurora Public Works Facility by or on behalf of Subcontractor. (See attached description)

CERTIFICATE HOLDER	CANCELLATION
R.C. Wegman Construction Company 750 Morton Avenue Aurora, IL, 60506	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE SIGNATURE

INITIAL GC _____

INITIAL SUBCONTRACTOR _____

SAMPLE CERTIFICATE

PAGE 2

DATE (MM/DD/YYYY)

DESCRIPTIONS (Continued from previous page)

Additional Insured, including their directors, officers, employees, subsidiaries and affiliates: The following are included as Additional Insureds (per ISO endorsement Form CG2010 0704 and CG 2037 0704) with respects to General Liability.

- 1) City of Aurora
- 2) R.C. Wegman Construction Company
- 3) Kluber Architects and Consultants

Primary & Non-Contributory Insurance: As respects the General Liability Policy, the Additional Insured coverage afforded shall be Primary & Non Contributory for all Additional Insureds, and any other insurance maintained by such Additional Insureds shall be excess only and shall not be called upon to contribute with this insurance.

Waiver of Subrogation: Waiver of Subrogation is also provided in favor of the following Additional Insureds with respects to General Liability & Workers Compensation.

INITIAL GC _____

INITIAL SUBCONTRACTOR _____

00 87 00 – LABOR RELATIONS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 LABOR RELATIONS

- A. Notwithstanding anything to the contrary in the Contract Documents, Subcontractor shall be responsible for hiring such Subordinate Parties as will promote labor harmony and prevent work stoppages, jurisdictional disputes, or other labor disputes. Delays caused by Subcontractor's failure to comply with this paragraph will not be compensated nor will Subcontractor be entitled to an extension of time to complete its Work. In addition, any all costs associated with nay delays or impact to others will be born by the responsible Subcontractor(s).

PART 2 – SCOPE

1.01 PREVAILING WAGES

- A. In any Agreement entered into pursuant to this advertisement, the Subcontractor shall comply with the provisions of the PREVAILING WAGE LAW.

The Subcontractor will pay the latest prevailing wages and fringe benefits for all Work. Subcontractor and its Subordinate Parties shall be in good standing with their respective unions and insure that all benefit payments are current. Subcontractor agrees to hold harmless R.C. Wegman Construction Company for any and all costs/legal actions from Subcontractors failure to do so.

- B. Additionally, **Subcontractor** is required to comply with all other provisions of the governing prevailing wage law, and shall ensure its Subordinate Parties' compliance therewith.
- C. Each Subcontractor will be required to submit certified weekly payrolls to R.C. Wegman Construction Company at no charge on a monthly basis, and may be required to obtain certified weekly payrolls from its Subordinate Parties that are subject to the governing prevailing wage law.
- D. Subcontractor shall furnish any and all information that may be requested by R.C. Wegman Construction Company or Owner, to include in its certified payroll, and shall submit to an independent audit (if requested) of all its books and records for the purpose of verifying that it is complying with all applicable prevailing wage statutes and ordinances. If the Department of Consumer and Industry Services determines that Subcontractor is in violation of the Act, that will constitute a material breach of contract, which shall entitle R.C. Wegman Construction

Company to exercise any or all of the rights and remedies set forth in the Contract Documents or under applicable law. The Subcontractor shall ensure that this provision is also included in all of its contracts with its Subordinate Parties that are subject to the prevailing wage law.

- E. The Subcontractor shall be financially responsible for the payment of prevailing wages by all Subordinate Parties that are subject to the prevailing wage law for Work on the Project.
- F. If there is a dispute between any Subcontractor and the unions, the Subcontractor will be required to meet with R.C. Wegman Construction Company and the Union involved trying to resolve the issue.
- G. Because Work on this Project is covered by the Illinois Prevailing Wage Act ("Act"), the Subcontractor and its subcontractors and other Subordinate Parties that are governed by the prevailing wage law shall pay all hours at the prevailing wage rates at the applicable hourly rate; no Work performed by or on behalf of the Subcontractor on this Project will be paid on a lump sum basis or a piece rate basis in violation of the Act.
- H. The Subcontractor will pay its workers at wage and fringe benefit rates consistent with the Act regardless of whether the workers are classified as employees or independent contractors.
- I. The Subcontractor shall not misclassify any work assignments, but shall in each and every case follow proper jurisdictional assignments in compliance with the Act.
- J. The Subcontractor shall assure that any persons paid at apprentice rates under the Act are properly classified as apprentices by actual participation in a certified program or as may otherwise be permitted by the Act.

END OF 00 87 00 – LABOR RELATIONS

00 88 00 – REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. Specific attention is directed to all applicable building codes, laws, regulations, permits, fees, notices, Equal Employment Opportunity, wage rates, non-segregated facilities and other statutory requirements for the Project.

1.02 STANDARDS, CODES AND REGULATION

- A. All Work is to comply with the rules and regulations of governing bodies having jurisdiction.
- B. Standards, codes and regulations published by Manufacturer's associations, governmental agencies and other regulatory authorities form a part of these Specifications as minimum requirements. Such references include the latest issue and legal requirements in force.
- C. Where differences occur between the Contract Documents and such standards, the strictest requirements shall take precedence.
- D. Supply all materials and perform all Work in accordance with the Manufacturer's specifications and installation procedures, and in conformance with published Trade and Manufacturers' association standards, unless specifically noted otherwise in the Contract Documents.
- E. Subcontractor shall comply with all applicable requirements of both state and federal Laws regarding discovery, release, transportation, storage, spills, disposal or other handling of Hazardous Materials Refer to Section 00840 in the Project Manual.

1.03 PERMITS

- A. Refer to Section 00 89 00 – Permits in the Project Manual.

1.04 TAXES

- A. This project IS NOT subject to Retailers Occupation Tax, the Service Occupation Tax (Both state and local) the Use Tax and the Service Use Tax pursuant to the terms and conditions of the tax exempt certificate immediately following this section.

END OF 00 88 00 – REGULATORY REQUIREMENTS

00 89 00 – PERMITS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 PERMITS AND FEES

- A. R.C. Wegman Construction Company will obtain and pay for the General Building Permit in conjunction with the Owner.
- B. Other than the general building permit, Subcontractor shall provide and pay for all other permits, assessments, governmental fees, bonds, connection charges, licenses and inspection fees and any other charges necessary for the proper execution and completion of the Subcontractor's Work.
- C. Subcontractor is to provide, pay for and coordinate all other permits, fees, inspections, and city, county, state, federal and governing authority approvals required for the successful completion of the Work contained within its respective Bid Category and deliver required certificates of inspection and approvals to R.C. Wegman Construction Company.
- D. This Project is under the jurisdiction of (including but not limited to) the City of Aurora, Fox Metro, and Kane County.

END OF 00 89 00 – PERMITS

01 21 00 – ALLOWANCES

PART 4 - GENERAL

4.1 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

4.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Construction Manager. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
- C. Related Requirements:
 - 1. Division 01 Section "Unit Prices" for procedures for using unit prices.
 - 2. Division 01 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
 - 3. Divisions 02 through 33 Sections for items of Work covered by allowances.

4.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise the Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

4.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

4.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

4.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

4.7 LUMP - SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

4.8 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by the Construction Manager for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

4.9 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.

- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

4.10 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Construction Manager's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or Sub Contractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 5 - PRODUCTS (Not Used)

PART 6 - EXECUTION

6.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

6.2 PREPARATION

R.C. Wegman Construction Company
Construction Manager
Aurora Public Works Facility

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

6.3 SCHEDULE OF ALLOWANCES

None.

END OF 01 21 00 – ALLOWANCES

01 22 00 – UNIT PRICES

PART 7 - GENERAL

7.1 RELATED DOCUMENTS

- A. Attention is directed to the Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

7.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

7.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

7.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

R.C. Wegman Construction Company
Construction Manager
Aurora Public Works Facility

PART 8 - PRODUCTS (Not Used)

PART 9 - EXECUTION

9.1 SCHEDULE OF UNIT PRICES

None.

END OF 01 22 00 – UNIT PRICES

01 23 00 – ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.2 SUMMARY

- A. This Section includes administrative procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems or installation methods described in the Contract Documents
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items similar items incidental to or required for the complete installation whether or not indicated as part of the alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Owner reserves the right to accept or reject Alternates in any order they determine is most beneficial to the project. Alternates do not need to be accepted or rejected in numerical order.
- E. State the total, inclusive of all costs, amount for Alternates Prices on the Bid Form.
- F. Schedule: A Schedule of Alternates is included at the end of this Section.

R.C. Wegman Construction Company
Construction Manager
Aurora Public Works Facility

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 SCHEDULE OF ALTERNATES

None.

END OF 01 23 00 – ALTERNATES

01 26 00 – CONTRACT MODIFICATION PROCEDURES

PART 10 - GENERAL

10.1 RELATED DOCUMENTS

- A. Attention is directed to Drawings, Bidding Requirements, Contracting Requirements and Division 1 General Requirements, which are hereby made a part of this Section.

10.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

10.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on "Architect's Supplemental Instructions."

10.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 5 working days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Construction Manager's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.

- B. Construction Manager-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Construction Manager may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Construction Manager's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use form acceptable to Architect.

10.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

10.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Construction Manager on AIA Document G701.

10.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a [Construction] Change Directive on [AIA Document G714]. [Construction] Change Directive instructs Construction Manager to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

R.C. Wegman Construction Company
Construction Manager
Aurora Public Works Facility

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 11 - PRODUCTS (Not Used)

PART 12 - EXECUTION (Not Used)

END OF 01 26 00 – CONTRACT MODIFICATION PROCEDURES

01 29 00 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.

1.02 SUMMARY

- A. This Section describes the following requirements including:
 - 1. Schedule of Values
 - 2. Application for Payment Process
 - 3. Reduction of Retention
 - 4. Payment for Materials Stored Off-site
 - 5. Waivers of Lien and Sworn Statements

PART 2 - PAYMENT PROCEDURES

1.01 SCHEDULE OF VALUES

- A. Once the Agreement is awarded, each Subcontractor must submit a Schedule of Values for its entire Work to R.C. Wegman Construction Company for approval. This Schedule of Values must be submitted either within fifteen (15) days of award or fifteen (15) days prior to the first payment application deadline (per the Application for Payment Schedule), whichever comes first. The Schedule of Values must include labor and material line items for each portion of the Work. Larger portions of work shall be broken down by areas as appropriate, the Subcontractor shall separate bond costs, and general conditions line items as appropriate. Failure to do so will result in the Subcontractor being dropped from the Billing to the Owner.
- B. The Schedule of Values will be submitted in a format as prescribed by, and to the level of detail specified by, R.C. Wegman Construction Company.
 - 1. The sum of the parts of the Schedule of Values shall equal the contract price.
 - 2. The minimum level of breakdown and order on the application for payment will be:
 - a. Bond costs, if applicable
 - b. General conditions line item(s)
 - c. Division 1 cost breakdown as required
 - d. Costs associated with preparation of closeout paperwork and documentation
 - e. Major portions of the Work shall be broken down into labor and material line items for specific areas of the facility
 - f. A listing of approved and executed Change Orders to the Contract, if any, in sequential order. On any individual Change Order, the Change Order shall be broken out and detailed as directed by R.C. Wegman Construction Company.
 - g. Shop drawings and engineering for each major component.
 - h. Mobilization.

3. Schedule of Values items shall have a direct and understandable relation to the Project master construction schedule.
 4. Overhead and profit shall be listed as a separate line item on the schedule of values.
- C. The Schedule of Values, unless objected to by R.C. Wegman Construction Company, Owner or Architect, shall be the basis for the Subcontractor's application for payments.
- D. R.C. Wegman Construction Company shall have the right to require the Subcontractor to alter the value or add/delete categories listed on the Schedule of Values at any time for the following reasons:
1. The Schedule of Values appears to be incorrect or unbalanced.
 2. A revision of the Schedule of Values is required due to the Subcontractor revising the sequence of construction or assembly of building components that in turn invalidates the Schedule of Values.
 3. Change Orders are issued to the Subcontractor and shall be incorporated into the Schedule of Values as a separate line item at the bottom of the Schedule of Values.
- E. The Subcontractor is required to correlate the documentation for payment of stored materials requested in the application for payment against the agreed upon breakdown of the Schedule of Values as described in Part 3 Payment for Stored Materials. R.C. Wegman Construction Company reserves the right to not process the application for payment if this correlation has not been submitted in conjunction with the application.

2.02 APPLICATION FOR PAYMENT PROCESS

- A. The Sub Contractor shall submit progress payment applications to R.C. Wegman Construction Company no later than the twenty-fifty (25th) day of each payment period for the Subcontractor work performed up to and including the last day of the payment period indicating work completed and to the extent allowed under 3.01, materials stored during the preceding payment period.
- B. Payments are subject to review and approval by the architect and owner.

2.03 REDUCTION OF RETENTION

- A. R.C. Wegman Construction Company/Owner shall be entitled to withhold ten (10%) percent of each payment due to a Subcontractor until Substantial Completion of the Subcontractor's Work. When fifty (50%) percent of the value of the Work has been satisfactorily completed, the Subcontractor may submit a written request to R.C. Wegman Construction Company to reduce retainage to 5% throughout the balance of the Agreement. R.C. Wegman Construction Company/Owner may grant or deny the request in its sole discretion, based upon its opinion of the progress and performance of the Subcontractor through the date of the request. If the request is granted and the Subcontractor's Work subsequently fails to meet contracted requirements, does not conform to Contract, or the Subcontractor does not meet its schedule commitments, the ten (10%) percent retainage shall be reinstated.

- B. The Subcontractor, when requesting a reduction of retention, shall submit to R.C. Wegman Construction Company, an AIA G707, and Consent of Surety to Reduction In or Partial Release of Retention form.
- C. Within thirty (30) days after Certificate of Substantial Completion has been issued for all portions of its Work, the Subcontractor's retention may be reduced to a sum as R.C. Wegman Construction Company and the Architect/Owner may determine is suitable to protect R.C. Wegman Construction Company and the Owner for all incomplete Work and any unsettled claims.
- D. Notwithstanding the foregoing, payment of retention shall be subject to all other conditions precedent that applies to payment as set forth in the Contract Documents.

PART 3 - PAYMENT FOR MATERIALS STORED OFF-SITE

3.01 PAYMENT FOR MATERIALS STORED OFF-SITE

- A. The Subcontractor, if intending to use an off-site storage area or facility for stored materials, shall submit a written request to the R.C. Wegman Construction Company and obtain approval prior to submitting the first application for payment as described in Part 2 Applications for Payment.
- B. Payments may or may not be made for materials properly stored off site. In the event payments are made by the Owner for properly stored off-site materials, the subcontractor shall comply with the following; properly stored shall mean in an insured warehouse with the Owner and R.C. Wegman Construction Company being named as insureds, and all material identified as property of the Owner. The Subcontractor is responsible for all associated off site storage costs, transportation, insurance, including insurance coverage for stored material, while in transit, unless Subcontractor obtains written documentation that the material is covered during transit under a Builder's Risk Policy applicable to the Project. Subcontractor shall provide R.C. Wegman Construction Company and the Owner verification in writing for all material so stored. Such materials shall be protected from diversion, destruction, theft, and damage to the satisfaction of R.C. Wegman Construction Company, Owner and the Lender (if any), specifically marked for use on the Project, and segregated from other materials at the storage facility. The Subcontractor bears all risk of loss to materials and equipment stored off site.
- C. Subcontractors are to provide supporting documentation in the form of invoices, insurance policies, and any other pertinent documentation as requested by R.C. Wegman Construction Company or Owner for items the items stored off-site. Documentation shall include the following:
 - 1. Detailed description of the material including quantities that will serve as a material description for the billing and as information to file a claim with an insurance company.
 - a. Stored Materials - Each item must be identified as to manufacturer, model number, and serial number, if applicable, or other identifiers should be listed for each item. Each listing must be accompanied by invoices, shipping tickets, consent of surety, and any other applicable supporting documentation.

- b. Stored Manufactured Building Materials - Each item must be identified as to type, manufacturer's number or designation, and should also list the number of cartons and the contents therein storage. Each listing must also be accompanied by supporting documents including all invoices, shipping tickets and consent of surety.
 - c. Stored Fabricated Materials - A listing specifying the number of pieces, items, and marks as may be applicable to the particular type of items. Photographs should accompany the request.
 - 2. Individual itemized costs of materials and the total cost value, which shall not exceed the Subcontractor's subcontractor or material supplier cost. The total cost value shall be supported by the Subcontractor's subcontractor or material supplier invoices for the stored material.
 - 3. Estimated cost value for those materials that are fabricated by the Subcontractor's subcontractor or material supplier.
 - 4. The location where the material is physically stored, including the warehouse address and storage location within the warehouse, such as bin number, aisle number or other designation. All material shall be segregated and marked.
 - 5. Copies of the insurance policies that cover the stored materials and that name R.C. Wegman Construction Company and the Owner as insured's. The limit of the insurance policy shall be equal to or greater than the replacement value of the stored materials.
- D. When Applications for Payment include products stored off the Project Site or stored on the Project Site but not incorporated in the Project, for which no previous payment has been requested, a complete description of such product shall be attached to the application.
- E. Subcontractor shall submit a certificate of title listing the R.C. Wegman Construction Company's ownership in the off-site stored materials equal to the amount paid effective at the time funds are delivered.
- F. All payment requests for off-site stored materials must be accompanied by a "Payment Request for Stored Materials" and a "Subcontractor Affidavit for Stored Materials". Payment requests for stored materials not complying with the foregoing requirements will not be approved. Subcontractors are to notify the R.C. Wegman Construction Company in ample time to conduct verification procedures.
- G. Subcontractors may not apply the cost of materials stored off-site towards a reduction in the retention amount.
- H. Representatives of R.C. Wegman Construction Company, Owner and the Lender (if applicable) shall have the right to make inspections of the storage areas at any time.

PART 4 - WAIVERS OF LIEN & SUBTIER SUBCONTRACTORS

2.01 WAIVERS OF LIEN

- A. The Subcontractor's first Application for Payment (see Part 2 Applications for Payment) will be based upon 100 percent of the value of Work installed. The first payment, amounting up to 90 percent of application, will be made to the Subcontractor without supporting documentation. Subsequent Applications for Payment must be accompanied by lien waivers from the Subcontractor, its Subordinate Parties or receipted invoices covering payment to the Subcontractor for previous calendar month period. Lien waivers must be unconditional and must show the amount paid.
- B. Final payment will not be made until a "Final Release Subcontractor/Material-man" waiver has been submitted. The Final Release must be signed by an authorized representative of the Subcontractor and must be notarized.
- C. Final unconditional waivers will be required for all of Subcontractor's Subordinate Parties listed on Subcontractor's sworn statement. These final waivers must be submitted along with the final release, before payment can be made.

2.02 SUBTIER SUBCONTRACTOR'S

- A. The Subcontractor's Subcontractor's sworn statements, waivers and other supporting documentation will be required with each pay application.

END OF 01 29 00 – PAYMENT PROCEDURES

01 78 30 – WARRANTIES

PART 7 - GENERAL

7.1 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2. Specific requirements for special warranties of materials and workmanship are included in the individual Sections of Division 2 through 49.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
 - 1. Each required warranty shall be in addition to, and not a limitation of, other rights the Owner may have against the Contractor under the Contract Documents.

7.2 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful services life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- F. Repair work required because of acts of God (which exceed performance requirements), alterations, abuse, vandalism, and other causes beyond the Contractor's fault will be paid for by the Owner at agreed prevailing rates.

7.3 SUBMITTALS

- A. Submit written warranties to the Owner's Representative prior to the date certified for Substantial Completion.
 - 1. When a designated portion of the work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner's Representative within fifteen days of completion of that designated portion of the work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner's Representative for approval prior to final execution.
 - 1. Refer to individual Sections of Divisions 2 through 49 for specific content requirements, and particular requirements for submittal of special warranties.
- C. Form of Submittal: At Final Acceptance compile two copies of each required warranty properly executed by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties in heavy-duty, commercial quality, durable three-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8/12" by 11" paper.
 - 2. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and a telephone number of the installer.
 - 3. Identify each binder on the front and the spine with the typed or printed title WARRANTIES, the Project title or name, and the name of the Contractor.
 - 4. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

R.C. Wegman Construction Company
Construction Manager
Aurora Public Works Facility

PART 8 - PRODUCTS (Not Used)

PART 9 - EXECUTION (Not Used)

END OF 01 78 30 – WARRANTIES